

395380

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF PHILADELPHIA

ss.

PREMISES: East side of Calcon Hook Road, north side Big Thoroughfare Creek, Darby Township, Delaware County, Pennsylvania

H. J. McQuiston, being duly sworn, hereby states that he is the Real Estate Agent of PHILADELPHIA ELECTRIC COMPANY in deed between LEHIGHWOOD FOUNDATION, INC., Kennett Square, Pennsylvania and PHILADELPHIA ELECTRIC COMPANY, 1000 Chestnut Street, Philadelphia 5, Pennsylvania, with regard to which this affidavit is given, and that the true, full and complete value of such transaction, including liens and other encumbrances, is ONE DOLLAR (\$1.00).

The property consists of marsh or flats and is generally covered by water and as such has not been taxed for Real Estate purposes.

Sworn and subscribed to before me

this 13th day of May 1957.

James D. Lynch  
(In ink, of person administering oath)

H. J. McQuiston  
H. J. McQuiston

(In ink, of person administering oath)

Notary Public, Philadelphia, Philadelphia Co.  
My Commission Expires December 18, 1958

File: PE-1617

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

PREMISES: East side of Calcon Hook  
Road, north side Big  
Thoroughfare Creek, Darby  
Township, Delaware County,  
Pennsylvania

H. J. McQuiston, being duly sworn, hereby states that  
he is the Real Estate Agent of the Philadelphia Electric Company, in-  
deed between LONGWOOD FOUNDATION, INC., Nemato Square, Pennari-  
more and PHILADELPHIA ELECTRIC COMPANY, 1000 Chestnut Street,  
Philadelphia 5, Pennsylvania, with regard to which this affida-  
vit is given, and that the true, full and complete value of such  
transaction, including liens and other encumbrances, is ONE  
DOLLAR (\$1.00).

The property consists of marsh or flats and is gen-  
erally covered by water and as such has not been taxed for Real  
Estate purposes.

Sworn and subscribed to before me  
this 13th day of May 1957.

James D. Lynch  
(Name, in ink, of person administering  
oath)

H. J. McQuiston  
H. J. McQuiston

Address, in ink, of person adminis-  
tering oath)

Notary Public, Philadelphia, Philadelphia Co.  
My Commission Expires November 15, 1958

File: PE-1617

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

ss.

PREMISES: East side of Calcon Hook  
Road, north side Big  
Thoroughfare Creek, Darby  
Township, Delaware County,  
Pennsylvania

H. J. McQuiston, being duly sworn, deposes and states that  
he is the Real Estate Agent of PHILADELPHIA ELECTRIC COMPANY in  
deed between EDWARDS FOUNDATION, INC., Kennett Square, Pennsylv-  
ania and PHILADELPHIA ELECTRIC COMPANY, 1000 Chestnut Street,  
Philadelphia 3, Pennsylvania, with regard to which this affida-  
vit is given, and that the true, full and complete value of such  
transaction, including liens and other encumbrances, is ONE  
DOLLAR (\$1.00).

The property consists of marsh or flats and is gen-  
erally covered by water and as such has not been taxed for Real  
Estate purposes.

Sworn and subscribed to before me  
this 13th day of May 1957.

James D. Lynch  
(Name, in ink, of person administering  
oath)

H. J. McQuiston  
H. J. McQuiston

Notary Public, Philadelphia, Philadelphia Co.  
(Name, in ink, of person adminis-  
tering oath)

Notary Public, Philadelphia, Philadelphia Co.  
My Commission Expires December 15, 1958

File: PE-1617

1125 and

not a

Pierre S. du Pont

5-1-1905 to 3-21-57

✓ ✓ ✓ ✓ ✓ ✓ ✓  
as 16 24 28 31 38 45 48

grantee  
P11-40

grantor  
F14-119  
471-179  
Abstract in office  
Walter Hewes search  
Tracts 3 & 4  
(New Darby Creek Joint Office)

P. W. Kennedy

NOTE:

Title to tract 1, block P11-40, on the ground S. of Walter Hewes, is still in the name of Pierre S. du Pont. Please make plotting notes, with detailed distances & bearings.

P.W.K.



Pierre S. du Pont  
9012 Du Pont Blvd  
Wilmington, Del.

1936 cont.  
Borough Twp.  
51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62  
63, 64 and 29, 30, 31, 32, 33, 34  
35, 36, 37, 41, 42, 47 and 48 m

plan of N. Vander Veer Tenace  
Wilmington Trust Company  
10-26-25

grantee  
215-106

grantee  
P17-111 London Twp.

X22-193  
Q24-4613  
U26-74 Upperfield Twp.

Pierre S. du Pont  
10-23-21 to 6-11-56  
Longwood Foundation, Inc.  
43-54 to 6-11-56  
# 57961

First National Bank of  
West Chester, Ancillary letter of Admin. 5-14-52  
4-5-54 to 6-11-56  
T19-322 known Sq.  
V19-103 Focipron Twp.

continued over

grator

N21-172 ✓ Kennett Sq.

X24-23 Birmingham

S21-249 ✓ W. Chester

N22-322 ✓ Kennett Twp.

G23-269 ✓ Kennett Twp.

P23-475 ✓ New Garden Twp.

K23-4 ✓ Kennett Sq.

S24-170 ✓ Kennett Sq.

R23-241 ✓ Kennett Twp.

" - 242 " "

C26-30 ✓ Kennett Twp.

R24-302 " "

" - 304 " "

A26-15 ✓ W. Chester

" - 31 " "

" - 45 ✓ W. Chester

" - 70 ✓ Kennett Sq.

" - 85 ✓ W. Chester

" - 91 ✓ W. Bradford

Q25-234 ✓ W. Chester

Q27-446 ✓ Oxford

L28-173 ✓ Downingtown

T27-375 Westtown

P.W. Kennedy

Deed

Wilmington Trust Company, a Del. corp.,  
to  
Pierre S. duPont,

Dated- 10/23/31  
Ack.- Bo die  
Rec.- 7/13/54  
Cons.-\$1.00  
D.Bk. Q-24, Vol. 588  
p. 461

All those certain lots of ld., situate in Twp. of East Marlborough,  
Co. of Ches., Pa. being lots #s 51-52-53-54-55-56-57-58-59-60-61-62 & 63-64 and  
65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100, as shown on plan of North  
Garden View Terrace, same being rec. in the Recorder's Office of Ches.  
Co., Pa. b. and d. as follows:

beg. at an iron pin or stone in the middle of the Hadley Mill Rd.,  
a cor. of Longwood Cemetery property and in a line of ld. of Pierre S.  
duPont;  
th. by sd. Hadley Mill Rd. and sd. duPont ld., S. 86° 15' W. 980.99' to  
the N.E. cor. of lot #55;  
th. by sd. Lot #55, S. 4° 25' E. 432.47' to the S.W. cor. of Lot #35;  
th. by the rear of Lots #s 53-54 and 53, S. 85° 35' W. 325.33' to pt.  
in the center line of Orchard Ave;  
th. by the center line of Orchard Ave., N. 4° 25' W. 447.6' to pt. in the  
center line of the aforementioned Hadley Mill Rd;  
th. by sd. Hadley Mill Rd., S. 86° 15' W. 184.49' to a stone, a cor. of  
ld. of Pierre S. duPont;  
th. by sd. duPont's ld., S. no degrees 28' W. 652.65' to a stone;  
th. still by Pierre S. duPont's ld., S. 85° 26' W. 186.27' to a stk., a cor.  
of Lot #24;  
th. by Lot #24, S. 4° 25' E. 330.3' to pt. in center line of Valley Ave;  
th. by the center line of Valley Ave., N. 85° 35' E. 425' to pt. in the  
center line of Orchard Ave;  
th. by the center line of Orchard Ave., N. 4° 25' W. 25' to a cor. of Lot #37;  
th. by sd. Lot #37, N. 85° 35' E. 425' to a stk., a cor. of Lot #35;  
th. by Lots #s 45-44 and 43, N. 4° 25' W. 300' to a stk., a cor. of Lot #42;  
th. by Lot #42 and crossing over Garden Ave. and lot #46, N. 85° 35' E. 650'  
to a stk. in a line of the Longwood Cemetery property;  
th. by sd. Cemetery ld., N. 4° 25' W. 588.2' to pt. of beg.  
to the contents thereof what they may.

Together with the privilege to use, in common with the others owners  
and occupants of lots composing North Garden View Terrace, as rec. in Recorder's  
Office of Ches. Co., Pa. the avenues and roads as shown on sd. plan.

Under and subj. to the following restrictions as set forth:

Being sd. lds. and prem. which Archie Ruggieri and Angeline M.  
his wf., and Julio Di Guiseppe and Pasqualina his wf., by indenture dated  
10/26/25 rec. in D.Bk. 2-16, Vol. 397 p. 106 g. and c. unto Wilmington  
Trust Co., in fee, under the name of The Wilmington Trust Company.



Exemplified Copy of Will

Will of Pierre S. du Pont,

Dated- 3/11/1946  
Died- 4/5/54

Ancillary  
Letters of Administration  
U.F.A.

Vol. 67-p. 74  
#37761  
Original will filed in  
New Castle Co., Delaware

1st I direct that my just debts and funeral expenses be paid as soon after my death as convenient.

2nd  
3rd  
4th  
5th  
6th

7th All the r. r. and r. of my estate, real, personal and mixed, whatsoever and wheresoever the same may be at the time of my death, save such amounts as may be given, devised and bequeathed herein or in any Codicil hereto, I give, devise and bequeath unto Longwood Foundation, Inc., a corp. of the State of Del., and to its successor or successors, for the uses and purposes of such corporation in such manner as shall be determined by the Trustees thereof in their entire discretion.

8th I authorize and empower the Executors of this my will, in their sole discretion-

(a) to retain any or all stocks, bonds, notes, securities, and/or other property constituting my estate immediately after my death, without liability for any decrease in value thereof.

(b) to sell at public or private sale, exchange for like or unlike property, convey, lease, and otherwise dispose of any or all property, real or personal, not specifically bequeathed in this will, or in any codicil hereto, held in the estate by them administered, for such prices and upon such terms and credits as may by them be deemed proper.

(c) to invest the proceeds of any such sale or sales and any other money available for investment in such stocks, bonds, notes, securities and/or other income producing property as may by them be deemed appropriate, irrespective of the laws of investment set forth in any present or future laws of the State of Delaware or elsewhere.

(d) to participate in any plan or proceeding for the protection or enforcement of any right, obligation or interest arising from any such stock, bond, note or security held in the estate by them administered, or for reorganizing, consolidating, merging or adjusting the finances of any corporation issuing the same; to accept in lieu thereof any new or substituted stocks, bonds, notes and/or securities, whether of the same or a different kind or class, or with different priorities, rights or privileges; to pay any assessment or any expense incident thereto, and to do any other act or thing that may be deemed necessary or advisable in connection therewith.

(e) Subject to acceptance by the legatee and unless otherwise provided

in this will, to pay my legacy or to make any division or distribution of the same as may be directed in this will.

Exemplified Copy of Will

estate by them administered in cash or in kind, or partly in cash and partly in kind, and to value and apportion the property so divided or distributed, which valuation or apportionment shall be final and conclusive upon all persons and corporations interested therein.

(f) to borrow money for such periods of time and upon such terms and conditions as they shall deem advisable for the purpose of paying any taxes ~~and expenses~~ chargeable to the estate by them administered, or for the purpose of taking up subscription rights accruing upon any stock or security held therein, or for the protection, preservation or improvement of the estate by them administered, and they may mortgage or pledge such part or the whole of such estate as may be required to secure such loan or loans.

(g) to determine whether or not money or property coming into their possession shall be treated as principal or income, or partly as principal and partly as income, and to charge or apportion expenses to principal or income, or both, according as they may deem just and equitable; and any such determination shall be conclusive upon any person and corporation having any interest therein.

9th I direct that-

(a) No person or ~~any~~ corporation dealing with the Executors of this will shall be obliged to see to the application of any money paid or property delivered to such Executors, or to inquire into the necessity or propriety of such Executors exercising any of the powers herein conferred upon them, or to determine the existence of any fact upon which such Executors' power to perform any act hereunder may be conditioned.

(ab) Premiums on investment and discounts on investment shall be charged or credited, as the case may be, to the principal of my estate or of any trust estate created under this will or any ~~of~~ codicil hereto.

10th I hereby authorize and empower the Executors of this my last will---  
~~to engage clerical help and to engage a competent manager to assist in the liquidation of my estate and to pay therefor from the funds of the estate salaries appropriate to the work in prospect.~~

2. to lease and equip appropriate offices for carrying on the work incident to the management and liquidation of my estate.

11th I hereby nominate and appoint my brothers, Irene du Pont and Lamont du Pont to be the Executors of this my last will and testament, and I direct that they shall not be required to give bond with surety before receiving Letters Testamentary hereon. In the event of the death, incapacity or resignation of any Executor of this will, I nominate and appoint as Co-Executor such person as shall be selected, in writing, by a majority of my brothers and sisters then living and of the 2 eldest living lawful and mentally capable issue of any brother or sister who shall be deceased, to act in the place and stead of such Executor who shall have died or resigned or who shall have become incapacitated as aforesaid.

There are 36 codicils in the will of Pierre S. du Pont none of which affect Job No. W1-4360.

Orphans Court  
1955 #3

All papers sent to Phila. for hearing before Superior Court on inheritance tax.



*Property Registration Form  
Delaware County*

Longwood Foundation, Philadelphia Electric May 13, 1957  
Inc. Company

Philadelphia Electric Company, 1000 Chestnut St. Phila, Pa.  
Attention of Real Estate Dept.

All of the right, title and interest of, in and to ALL THAT CERTAIN marsh or flats situate in the Township of Darby, County of Delaware and Commonwealth of Pennsylvania and adjoining the southerly and easterly line of ground now or late of Walter L. Hewes and extending from the southerly line of aforementioned ground southwardly to Big Thoroughfare Creek and from the easterly line of aforementioned ground eastwardly to the low water line of Darby Creek.

BEING the intent of the Grantor herein to convey all the property which PIERRE S. DU PONT, predecessor in title to above described marsh or flats, acquired at the above described location.

BEING part of the same premises which ORIENTAL POWDER COMPANY by Indenture bearing date the first day of May, A.D. 1905, and recorded in the Office for the Recording of Deeds &c., in and for the County of Delaware, aforesaid, in Deed Book P-11, page 40 &c., granted and conveyed unto PIERRE S. DU PONT, in fee. AND the said PIERRE S. DU PONT departed this life on April 5, 1954 having first made and published his last Will and Testament in writing dated March 21, 1946, since duly probated and registered in the Office of the Register of Wills in and for the County of New Castle, State of Delaware, in Will Book No. 67, page 74 &c., wherein by the seventh item of said Will he gave, devised and bequeathed all the rest, residue and remainder of his estate, unto LONGWOOD FOUNDATION, INC.

PHILADELPHIA ELECTRIC COMPANY

By

  
Real Estate Agent

May 15, 1957

Mr. George E. Thompson  
Longwood Gardens  
Kennett Square, Pennsylvania

Dear Mr. Thompson:

Thank you for your letter of May 13, together with executed quit-claim deed for a parcel of ground situate in Darby Township, Delaware County, Pennsylvania.

In accordance with your request we return herewith conformed copy of the Deed for your records. Also returned herewith is the copy of the property list which you lent me.

May we again take this opportunity of thanking you for your co-operation with us in this matter.

Very truly yours,

*C. R. Holland*

C. R. Holland  
Right of Way Section

HCO:jtb

*ME*

BUSINESS OFFICE  
LONGWOOD GARDENS  
KENNETT SQUARE, PENNSYLVANIA

May 13, 1957

*CRH*

RECEIVED		
MAY 14 1957		
W. J. McQUINN		
M.G.E.		FILE
	J.D.	
R.S.	McL.	FILE

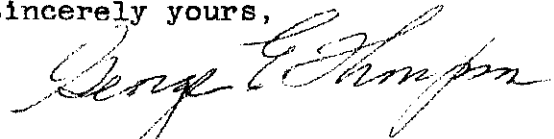
Mr. C. R. Holland  
Philadelphia Electric Company  
1000 Chestnut Street  
Philadelphia, Pennsylvania

Dear Mr. Holland:

I have had executed and return herewith two copies of quit-claim deed to piece of land in question. I will appreciate copy of said deed for our record.

If anything further is needed, please advise.

Sincerely yours,



George E. Thompson  
Business Manager

GET:sr  
encl.

File: PE-1617

May 2, 1957

Mr. George E. Thompson  
Estate of P. S. Du Pont  
916 Du Pont Building  
Wilmington, Delaware

Dear Mr. Thompson:

In line with our conversation concerning a remnant of land left over in a conveyance to Mr. Walter L. Hewes by Mr. P. S. Du Pont on August 10, 1910, I am enclosing two copies of a quit-claim deed, our information in connection with the investigating of the titles of this property, and the copy of the property list you loaned me.

As to the accuracy of the sketch of the excess land in this tract over and above the amount that Mr. Hewes's deed called for, I doubt if there is actually as much of the marsh left as is indicated in the sketch, however, I assume this is unimportant.

Will you please examine these papers, and if they meet with your approval, have them executed and return to me in the enclosed self-addressed envelope.

Yours very truly,

  
C. R. Holland  
Right of Way Section

CRH:mlt  
Enc.

ESTATE OF PIERRE S. DU PONT  
916 DU PONT BUILDING  
WILMINGTON, DELAWARE

RECEIVED		
APR 17 1957		
McQUISTON		
W.E.		H.B.
	J.D.	
R.S.	W.L.	P.L.

CRH  
APR 15, 1957

Mr. C. E. Holland  
Philadelphia Electric Company  
1600 Chestnut Street  
Philadelphia, Pennsylvania

Dear Mr. Holland:

*original  
returned  
to K. Holland  
4/11/57*

I have looked through the 1910 real estate files and can find nothing definite on the sale of the Delaware County lot. I do find the statement (copy of which is attached) which please return when it has served your purpose. It shows the property in question as being listed in 1908, with a line struck through the property (date of sale not shown) and marked "sold". It clearly shows that Mr. du Pont thought he had sold all the land in question. Please proceed with the necessary quit-claim papers. *and forward to me for inspection by our attorney*

Sincerely yours,

*George Thompson*

George E. Thompson

GET:SR

406  
1750  
1400  
1600  
5150



P. 500

LINE OF PROPERTY

standing in the name of

May 13, 1900.

PHOENIX & SOUTHERN

Nebraska

Chilton County  
Crawford County

Chilton Co. & P. S. de Font  
Will 2000 acres

July 22, 1900  
July 22, 1900  
July 22, 1900  
Nov. 24, 1900

W. A. Williams Co.,

P. S. Williams to P. S. de Font

Nebraska

W. A. Williams Co.

W. A. Williams Co., de Font & P. S. de Font - July 22, 1900

Nebraska

W. A. Williams Co.

Alonzo I. de Font to P. S. de Font

W. A. Williams Co. W. A. Williams Co. - transferred to Chilton Realty Co. - July 22, 1900

Nebraska

W. A. Williams Co.  
W. A. Williams Co.

Phoenix Pdr. Mfg. Co. to P. S. de Font  
Climax Pdr. Mfg. Co.

Aug. 21, 1906  
Dec. 3, 1905  
Apr. 18, 1906  
Nov. 30, 1906  
Jan. 25, 1907

W. A. Williams Co.

A. F. Van Gelder, et al.  
A. M. Nelson, et al.

Oct. 7, 1907  
May 2, 1908  
Oct. 7, 1907  
May 2, 1908  
May 1, 1909

W. A. Williams Co.

Phoenix Pdr. Co.  
Climax Pdr. Co.

Nov. 22, 1906  
May 19, 1906  
Dec. 6, 1906  
Nov. 3, 1906  
Sept. 4, 1906

W. A. Williams Co.

Phoenix Pdr. Co.  
Climax Pdr. Mfg. Co.

Oct. 30, 1906  
Nov. 16, 1906  
Sept. 1, 1906  
July 13, 1906

W. A. Williams Co.

Phoenix Pdr. Co.  
Climax Pdr. Mfg. Co.

Nov. 2, 1907  
Nov. 7, 1907  
Oct. 20, 1907  
Sept. 1, 1908

W. A. Williams Co.

Phoenix Pdr. Co.  
Climax Pdr. Mfg. Co.

July 17, 1909  
Sept. 4, 1909

W. A. Williams Co.

Phoenix Pdr. Co.  
Climax Pdr. Mfg. Co.

July 1, 1907  
July 1, 1907  
July 1, 1907  
July 1, 1907

W. A. Williams Co.

Phoenix Pdr. Co.  
Climax Pdr. Mfg. Co.

Sept. 13, 1908  
July 8, 1907  
July 8, 1907  
July 8, 1907

W. A. Williams Co.

Phoenix Pdr. Co.  
Climax Pdr. Mfg. Co.

Sept. 13, 1908  
July 8, 1907  
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W. A. Williams Co.

Phoenix Pdr. Co.  
Climax Pdr. Mfg. Co.

Sept. 13, 1908  
July 8, 1907  
July 8, 1907  
July 8, 1907

WHEREAS, ORIENTAL POWDER COMPANY, by Indenture bearing date the 1st day of May, A.D. 1905, and recorded in the Office for Recording of Deeds &c., in and for the County of Delaware, in Deed Book P-11, page 40 &c., granted and conveyed unto PIERRE S. DU PONT, in fee premises situate in the Township of Darby, County of Delaware and Commonwealth of Pennsylvania, AND

WHEREAS, said Pierre S. duPont departed this life on April 5, 1954, having first made and published his last Will and Testament in writing dated March 21, 1946, since duly probated and registered in the Office of the Register of Wills in and for the County of New Castle, State of Delaware, in Will Book No. 67, page 74 &c., wherein by the seventh item of said Will he gave, devised and bequeathed all the rest, residue and remainder of his estate, unto Longwood Foundation, Inc.

*file*  
NOW THIS OPTION AGREEMENT WITNESSETH, That in consideration of the sum of TEN DOLLARS (\$10.00) paid to the undersigned, the receipt whereof is hereby acknowledged, the undersigned (hereinafter referred to as "Seller") hereby gives unto PHILADELPHIA ELECTRIC COMPANY (hereinafter referred to as "Buyer"), the option, to be exercised as hereinafter provided at any time within \_\_\_\_\_ days after the date hereof, of purchasing for the price or sum of \_\_\_\_\_,

All That Certain marsh or flats, situate on the east side of Hay Island (Calcon Hook Road) and north side of Big Thoroughfare Creek, more particularly described as the second parcel in Deed Book P-11, page 40 &c., above mentioned and being all the property the undersigned owns at said location.

It is further understood and agreed that:

1. Buyer is granted the right to make surveys of said parcel of ground during the option period, and, upon exercise of the option, shall have the right to immediate possession of said parcel of ground.

*file*  
2. This option may be exercised at any time before the expiration thereof by notice delivered personally or mailed by registered mail to \_\_\_\_\_ the representative of Seller, at \_\_\_\_\_. Seller hereby certifies that the above is the correct name and post-office address of its representative to whom it desires and directs Buyer to mail or deliver all notices and payments pertaining to this agreement.

3. Upon the exercise of this option it shall be and becomes an Agreement of Sale between Seller and Buyer, and settlement shall be made upon the following terms and conditions:

(a) Settlement to be made at a convenient place designated in said notice, within sixty (60) days from the date of said notice.

(b) Upon the payment of the purchase price, less the amount paid for this option, Seller shall execute and deliver a Deed conveying to Buyer said parcel of ground in fee simple, free and clear of all liens and encumbrances. The Deed shall be prepared by Buyer and acknowledged, stamped and recorded at Buyer's expense.

4. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

*file*  
EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1957.

LONGWOOD FOUNDATION, INC.

By \_\_\_\_\_

Vice President

Attest:

\_\_\_\_\_  
Assistant Secretary

File PE-1617

WHEREAS, ORIENTAL POWDER COMPANY, by Indenture bearing date the 1st day of May, A.D. 1905, and recorded in the Office for Recording of Deeds &c., in and for the County of Delaware, in Deed Book P-11, page 40 &c., granted and conveyed unto PIERRE S. DU PONT, in fee premises situate in the Township of Darby, County of Delaware and Commonwealth of Pennsylvania, AND

WHEREAS, said Pierre S. duPont departed this life on April 5, 1954 having first made and published his last Will and Testament in writing dated March 21, 1946, since duly probated and registered in the Office of the Register of Wills in and for the County of New Castle, State of Delaware, in Will Book No. 67, page 74 &c., wherein by the seventh item of said Will he gave, devised and bequeathed all the test, residue and remainder of his estate, unto Longwood Foundation, Inc.

NOW THIS OPTION AGREEMENT WITNESSETH, That in consideration of the sum of TEN DOLLARS (\$10.00) paid to the undersigned, the receipt whereof is hereby acknowledged, the undersigned (hereinafter referred to as "Seller") hereby gives unto PHILADELPHIA ELECTRIC COMPANY (hereinafter referred to as "Buyer"), the option, to be exercised as hereinafter provided at any time within \_\_\_\_\_ days after the date hereof, of purchasing for the price or sum of \_\_\_\_\_,

All That Certain marsh or flats, situate on the east side of Hay Island (Calcon Hook Road) and north side of Big Thoroughfare Creek, more particularly described as the second parcel in Deed Book P-11, page 40 &c., above mentioned and being all the property the undersigned owns at said location.

It is further understood and agreed that:

1. Buyer is granted the right to make surveys of said parcel of ground during the option period, and, upon exercise of the option, shall have the right to immediate possession of said parcel of ground.

2. This option may be exercised at any time before the expiration thereof by notice delivered personally or mailed by registered mail to \_\_\_\_\_ the representative of Seller, at \_\_\_\_\_. Seller hereby certifies that the above is the correct name and post-office address of its representative to whom it desires and directs Buyer to mail or deliver all notices and payments pertaining to this agreement.

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By \_\_\_\_\_

Vice President

Attest:

\_\_\_\_\_  
Assistant Secretary

File PE-1617



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LONGWOOD FOUNDATION, INC.

By \_\_\_\_\_

Vice President

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Assistant Secretary

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By \_\_\_\_\_

Vice President

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*file*  
EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1957.

LONGWOOD FOUNDATION, INC.

By \_\_\_\_\_

Vice President

Attest:

\_\_\_\_\_  
Assistant Secretary

File PE-1617

B1  
26-469

P. S. Dupont  
Jos. Davenport  
R22-240  
M18-18

granted  
N18-63 ✓

H17-54 51-52  
Plan BK, 1-p. 230

Archie Ruggieri  
6-14-24

L16-386

V17-269 Lots 43-46  
incl.  
216-106

Mr. A.E. McLaughlin:

Pierre S. du Pont died a resident of New Castle Co., State of Delaware, on 4-5-54, an exemplified copy of ed. will having been filed in Ches. Co. and registered in W. Bk. 67-p. 74.

Irene du Pont and Lamont du Pont were appointed executors under the last will of Pierre du Pont. There is no mention in the proceedings in Ches. Co. as to whether they ever had letters granted.

First National Bank of West Chester was <sup>granted</sup> Ancillary Letters of Administration C.T.A. by the County of Chester.

The original papers in this estate have been sent to Phila. for a hearing before the Superior Court.

P.W. Kennedy  
6-18-56

*Longwood Foundation Inc.*

✓ ✓ ✓ ✓  
54-46-32-22

*grantee*

M27-303✓

U19-418✓

L16-439✓ Book Title

*grantee*

Jacob P. Cox  
1883 To

grantee

grantor

April 17, 1957  
PE-1617

Mr. George E. Thompson  
Estate of Pierre S. DuPont  
916 DuPont Building  
Wilmington, Delaware

Dear Mr. Thompson:

Receipt is acknowledged of your letter dated April 15, 1957, regarding property situate in Darby Township, Delaware County, Pennsylvania.

We are taking the necessary steps in preparing a Deed, etc. and will forward same to you when they have been completed.

Thank you for your co-operation with us in this matter.

Very truly yours,

*C. R. H.*

C. R. Holland  
Real Estate Department

HGL:jtb

146

17

ELI MED

9 8 7 6 5 4 3 2 1 0



1/20/17

2-8-95

9 8 7 6 5 4 3 2 1 0



# This Indenture

Made the 2<sup>ND</sup>

day of OCTOBER in the year of our Lord one thousand nine

hundred and fifty-seven (1957) — Between WALTER L. HEWES,

of Darby, County of Delaware and Commonwealth of Pennsylvania, —

Widower, — (hereinafter called the Grantor —), of the one part, and

PHILADELPHIA ELECTRIC COMPANY, a corporation of the Commonwealth  
of Pennsylvania, —

(hereinafter called the Grantee —), of the other part:

Witnesseth, That the said Grantor — for and in consideration of the sum of ONE  
THOUSAND SIX HUNDRED DOLLARS (\$1,600.00) — lawful  
money of the United States of America, unto him — well and truly paid by the said  
Grantee — at and before the sealing and delivery of these presents, the receipt whereof is  
hereby acknowledged, has — granted, bargained, sold, aliened, enfeoffed, released and  
confirmed, and by these presents does — grant, bargain, sell, alien, enfeoff, release and  
confirm unto the said Grantee, its Successors — and Assigns, —

— ALL THAT CERTAIN lot of piece of ground, situate in the Town-  
ship of Darby, County of Delaware, Commonwealth of Pennsylvania,  
bounded and described in accordance with a survey or plan thereof  
made by Benjamin H. Smith, Esq., Surveyor, on July 13, 1877, as  
follows:

— BEGINNING at a point on the easterly side of Hay Island or  
Calcon Hook Road in a line of land now or late of William D. H.  
Serrill and extending thence by same crossing the line of old Bank  
South sixty-two degrees twenty-three minutes East (S. 62° 23' E.)  
two hundred seventeen feet and ninety-five one-hundredths of a foot  
(217.95') to a point in the westerly bank of Darby Creek; thence  
along said bank South forty-two degrees twenty-seven minutes West  
(S. 42° 27' W.) one hundred fifty feet (150') to a point in line  
of land now or late of said William D. H. Serrill; thence by same  
North sixty-nine degrees fifteen minutes West (N. 69° 15' W.)  
one hundred eighty feet and eighty-five one-hundredths of a foot  
(180.85') to a point in the said easterly side of said Hay Island  
or Calcon Hook Road and thence along the said easterly side of  
said Hay Island or Calcon Hook Road North twenty-seven degrees  
thirty-seven minutes East (N. 27° 37' E.) one hundred sixty-six  
feet and seventy-two one-hundredths of a foot (166.72') to the  
first mentioned point and place of beginning.

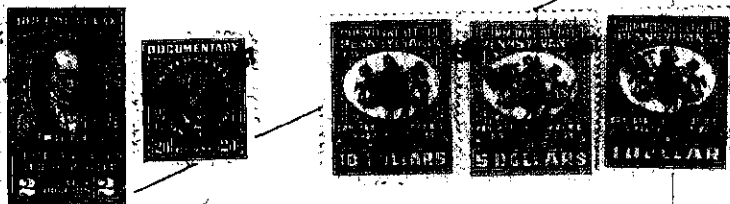
— Containing one hundred twelve perches and ninety-eight one-  
hundredths of a perch.

— BEING the same premises which PIERRE S. DU PONT by Indenture  
bearing date the tenth day of August, A.D. 1910, and recorded in  
the Office for the Recording of Deeds &c., in and for the County  
of Delaware, aforesaid, in Deed Book F-14, page 119 &c., granted  
and conveyed unto WALTER L. HEWES, in fee.

**Together** with all and singular the \_\_\_\_\_ improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor—, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof. \_\_\_\_\_

**To have and to hold** the said lot— or piece— of ground above described, \_\_\_\_\_

\_\_\_\_\_ hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its Successors \_\_\_\_\_ and Assigns, to and for the only proper use and behoof of the said Grantee, its Successors \_\_\_\_\_ and Assigns forever. \_\_\_\_\_



**And** the said Grantor, for himself and his \_\_\_\_\_

Heirs, Executors, and Administrators does by these presents covenant, grant and agree, to and with the said Grantee, its Successors \_\_\_\_\_ and Assigns, that he, the said Grantor and his \_\_\_\_\_

\_\_\_\_\_ Heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its Successors \_\_\_\_\_ and Assigns, against him, —the said Grantor and his \_\_\_\_\_

Heirs, and against all and every other Person and Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, them \_\_\_\_\_ or any of them, Shall and Will \_\_\_\_\_

**WARRANT** and forever **DEFEND**. \_\_\_\_\_

**In Witness Whereof** the said party \_\_\_\_\_ of the first part to these presents has \_\_\_\_\_ hereunto set his hand— and seal—. Dated the day and year first above written. \_\_\_\_\_

**Signed, Sealed and Delivered** }  
IN THE PRESENCE OF US: \_\_\_\_\_

\_\_\_\_\_

Walter L. Hewes  
Walter L. Hewes

The State and \_\_\_\_\_ Stamps  
affixed represent full consideration  
including liens and encumbrances.

VALUE OF PREMISES AS DEFINED BY  
ORDINANCE IS \$ 16.00 AND TAX  
PAID ON SUCH VALUE.

COMMONWEALTH LAND  
TITLE INSURANCE COMPANY

By \_\_\_\_\_

RECORDED

ON THE 2nd day of October Anno Domini 1957, before me, the  
subscriber, a Notary Public in and for the Commonwealth of Pennsylvania  
COUNTY OF PHILADELPHIA  
personally appeared the above-named WALTER L. HEWES, Widower,

Indenture to be his \_\_\_\_\_  
recorded as such \_\_\_\_\_  
and in due form of law acknowledged the above  
act and deed, and desired the same might be

WITNESS my hand and Notarial seal the day and year aforesaid.

*Martha G. Hewes*

NOTARY PUBLIC

726 CHESTER PIKE, PROSPECT PARK, PA.  
MY COMMISSION EXPIRES, JAN. 9, 1959

The residence of the within-named Grantor is 1000 Chestnut Street,  
Philadelphia, Pa. On behalf of said Grantor

B-869-644-M PE-1624

Approved as to form  
Commonwealth Land  
Title Insurance Company  
282253

**Deed**

COMMONWEALTH LAND  
TITLE INSURANCE COMPANY  
B-869-644-M  
WALTER L. HEWES,  
Widower

1135-622

— to —

475

PHILADELPHIA ELECTRIC  
COMPANY

COUNTY OF DELAWARE  
No. 330  
Eco. & Lukens Co. PHILADELPHIA, Philadelphia  
**REGISTERED**  
OCT - 7 1957  
DEED REGISTRATION DEPT.

Premises: Darby Township,  
Delaware County,  
Pennsylvania

8-30 56

RECORDED in the Office for Recording of Deeds in and for  
DELAWARE COUNTY

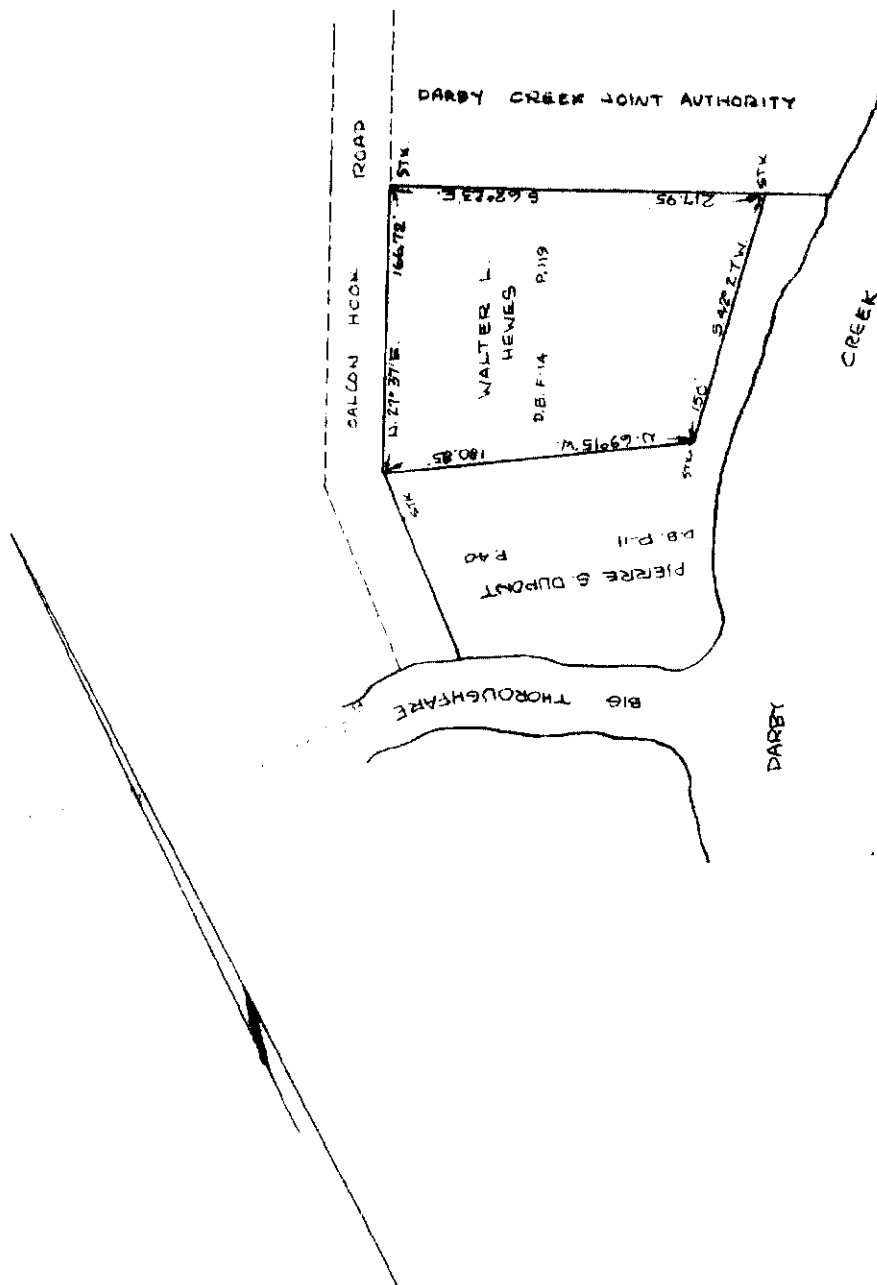
in Deed Book No. 1835 page 622 &c.

WITNESS my hand and seal of Office this SEVENTH

OCTOBER Anno Domini 1957. Recorded of Deeds

day of *Frank D. Van Dusen* Notary Recorder of Deeds

PE 1624  
PEN 17



NOTE: NO COURSES OR DISTANCES GIVEN  
IN DESCRIPTION OF DUPONT TRACT

DARBY TWP.  
DELAWARE CO.  
PENNA.  
SCALE 1"=100'

PE1617

PRELIMINARY R/W INFORMATION

CE 9

re

Extension

Location of Property

Longwood Pt. - E Marshboro Twp

Full Name of Owner

Longwood Ponds, Inc.

Name of Husband or Wife

Is Deed on Record?

Yes

No

From Whom was Property Acquired?

P. Dupont

(Harvey Property)

Approximate Date Property was Acquired

1937

Approximate Footage of Highway

Number of Acres Owned

NAMES OF ABUTTING OWNERS

N.S.E.W.\*

N.S.E.W.\*

(\*Indicate on which side)

Remarks

MAY 29 1954		
JK	CL	RS
CL	CL	CL
RS	CL	FILE

Signed

(P.E.Co. Representative)

19

Pierre S. du Pont  
9012 Du Pont Blvd  
Wilmington, Del.

1956 asst.  
Hadley Mill Rd. S. 2d.  
E. Marlborough Twp.  
lots 51, 52, 56, 57, 58, 59, 60, 61, 62  
63, 64 and 29, 30, 31, 32, 33, 34  
35, 36, 37, 41, 42, 47 and 48 m  
plan of the land: View Terrace  
acq. 7-13-54 # 3536  
Wilmington Trust Company  
10-26-25

W1-4600

grantee  
216-106

25 32 46 54  
grantee  
P17-111 New London  
Twp.

X22-193  
Q24-461  
U26-74 W. Fallowfield  
Twp.

died 4/5/54  
Pierre S. du Pont  
10-23-31 to 6-11-56  
Longwood Foundation, Inc.  
4-5-54 to 6-11-56

# 57961  
67-74  
31 32 46 54

First National Bank of  
West Chester, Ancillary letter of adm. S19-213 Pocopson Twp.  
4-5-54 to 6-11-56 T19-323 KENNETH Sq.

(continued over)

V19-105 Pocopson Twp.

grator

N21-172 ✓ KENNETT Sq.  
S21-249 ✓ Wichester  
N22-322 ✓ KENNETT Twp.  
G23-269 ✓ KENNETT Twp.  
P23-475 ✓ New Garden Twp.  
K23-4 ✓ KENNETT Sq.  
S24-170 ✓ KENNETT Sq.  
R23-241 ✓ KENNETT Twp.  
" - 242 " "  
C26-30 ✓ KENNETT Twp.  
R24-302 ✓ " "  
" - 304 ✓ " "  
A26-15 ✓ Wichester  
" - 31 " "  
" - 45 ✓ Wichester  
" - 70 ✓ KENNETT Sq.  
" - 85 ✓ Wichester  
" - 91 W. Bradford  
Q25-234 ✓ Wichester  
Q27-446 ✓ Oxford  
L28-173 ✓ Downingtown  
T27-375 Westtown

X24-23 Birmingham

(P.W. Kennedy)

Deed

Wilmington Trust Company, a Del. corp.,  
to  
Pierre S. duPont,

Dated- 10/23/31  
Ack.- Eo die  
Rec.- 7/13/54  
Cons.-\$1.00  
D.Bk. Q-24, Vol. 588  
p. 461

All those certain lots of ld., situate in Twp. of East Marlborough, Co. of Ches., Pa. being lots #s 51-52-56-57-58-59-60-61-62 & 63-64 and 29-30-31-32-33-34-35-36-37-41-42-47 and 48, as shown on plan of North Garden View Terrace, same being rec. in the Recorder's Office of Ches. Co., Pa. b. and d. as follows:

Beg. at an iron pin or stone in the middle of the Hadley Mill Rd., a cor. of Longwood Cemetery property and in a line of ld. of Pierre S. duPont;  
th. by sd. Hadley Mill Rd. and sd. duPont ld., S. 88\* 15' W. 950.99' to the N.E. cor. of lot #55;  
th. by sd. Lot #55, S. 4\* 25' E. 432.47' to the S.W. cor. of Lot #55;  
th. by the rear of Lots #s 55-54 and 53, S. 85\* 35' W. 325.33' to pt. in the center line of Orchard Ave;  
th. by the center line of Orchard Ave., N. 4\* 25' W. 447.6' to pt. in the center line of the aforementioned Hadley Mill Rd;  
th. by sd. Hadley Mill Rd., S. 88\* 15' W. 184.49' to a stone, a cor. of ld. of Pierre S. duPont;  
th. by sd. duPont's ld., S. no degrees 22' W. 652.65' to a stone;  
th. still by Pierre S. duPont's ld., S. 85\* 26' W. 186.27' to a stk., a cor. of Lot #24;  
th. by Lot #24, S. 4\* 25' E. 330.3' to pt. in center line of Valley Ave;  
th. by the center line of Valley Ave., N. 85\* 35' E. 425' to pt. in the center line of Orchard Ave;  
th. by the center line of Orchard Ave., N. 4\* 25' W. 25' to a cor. of Lot #37;  
th. by sd. lot #37, N. 85\* 35' E. 425' to a stk., a cor. of Lot #45;  
th. by lots #s 45-44 and 43, N. 4\* 25' W. 300' to a stk., a cor. of Lot #42;  
th. by lot #42 and crossing over Garden Ave. and lot #48, N. 85\* 35' E. 850' to a stk. in a line of the Longwood Cemetery property;  
th. by sd. Cemetery ld., N. 4\* 25' W. 588.2' to pt. of beg.  
Be the contents thereof what they may.

Together with the privilege to use, in common with the other owners and occupiers of lots composing North Garden View Terrace, as rec. in Recorder's office of Ches. Co., Pa. the avenues and roads as shown on sd. plan.

Under and subj. to the following restrictions as set forth:

R. Being sa. lds. and prem. which Archie Ruggieri and Angeline M. his wf., and Julio Di Guiseppe and Pasqualina his wf., by indenture dated 10/26/25 rec. in D.Bk. Z-16, Vol. 397 p. 106 g. and c. unto Wilmington Trust Co., in fee, under the name of The Wilmington Trust Company.



Exemplified Copy of Will

Will of Pierre S. du Pont,

Ancillary  
C.T.A.

Dated- 3/21/1946  
Died- 4/5/54  
Prob.-  
Letters of Administration  
W.Bk. 67-p. 74  
#57761  
Original will filed in  
New Castle Co., Delaware

1st I direct that my just debts and funeral expenses be paid as soon after my death as convenient.

2nd

3rd

4th

5th

6th

7th All the r. r. and r. of my estate, real, personal and mixed, whatsoever and wheresoever the same may be at the time of my death, save such amounts as may be given, devised and bequeathed herein or in any Codicil hereto, I g. d. and b. unto Longwood Foundation, Inc., a corp. of the State of Del., and to its successor or successors, for the uses and purposes & of such corporation in such manner as shall be determined by the Trustees thereof in their entire discretion.

8th I authorize and empower the Executors of this my will, in their sole discretion-

(a) to retain any or all stocks, bonds, notes, securities, and/or other property constituting my estate immediately after my death, without liability for any decrease in value thereof.

(b) to sell at public or private sale, exchange for like or unlike property, convey, lease, and otherwise dispose of any or all property, real or personal, not specifically bequeathed in this will, or in any codicil hereto, held in the estate by them administered, for such prices and upon such terms and credits as may by them be deemed proper.

(c) to invest the proceeds of any such sale or sales and any other money available for investment in such stocks, bonds, notes, securities and/or other income producing property as may by them be deemed appropriate, irrespective of the laws of investment set forth in any present or future laws of the State of Delaware or elsewhere.

(d) to participate in any plan or proceeding for the protection or enforcement of any right, obligation or interest arising from any ~~xxx~~ stock, bond, note or security held in the estate by them administered, or for reorganizing, consolidating, merging or adjusting the finances of any corporation issuing the same; to accept in lieu thereof ~~xx~~ any new or substituted stocks, bonds, notes and/or securities, whether of the same or a different kind or class, or with different priorities, rights or privileges; to pay any assessment or any expense incident thereto, and to do any other act or thing that may be deemed necessary or advisable in connection therewith.

(e) Subject to acceptance by the legatee and unless otherwise provided in this will, to pay my legacy or to make any division or distribution of the  
continued on page 2



1956 asst.

ATTENTION of Mr. J. Dugan

not assessed

PE 1617

Pierre S. du Pont

5-1-1905 to 3-21-57

✓ ✓ ✓ ✓ ✓ ✓ ✓  
05 14 24 28 31 38 45 48

granted

P11-40 ☒

granted

F14-119 ☒

471-179 ☐

Abstract in office

Walter Hewes search

This is tracts 3 & 4 in D.B.K. P11 p. 40  
(Now DARBY Creek Joint Authority)

P. W. Kennedy

NOTE:

Title to tract # 2, D.B.K. P11 p. 40, or the ground S. of Walter Hewes, is still in the name of Pierre S. du Pont.

Please make plotting 100'-1", with detailed distances & bearings.

P. W. K.

Deed

Oriental Powder Company, a Pa. corp.,  
to  
Pierre S. duPont,

Dated- 5/1/1905  
Ack.- 5/8/05  
Rec.- 5/19/05  
Cons.- \$10.00  
D.Bk. P-11, p. 40

All that certain lot or piece of ground, situate lying and being in Twp. of Darby, Co. of Del. Pa. b. and d. and cont. according to a certain plan or survey made thereof by Benjamin H. Smith, Esq. Surveyor on 7/13/1877 as follows:

#1 Beg. at a stk. on the E. erly side of Hay Island or Calcon Hook Rd. in a line of ld. n. or l. of Wm. D.H. Serrill and th. by same crossing the line of Old Bank, S. 62° 23' W. 217.95' to a stk., in the W. erly bank of Darby Creek;  
th. alg. the sd. bank S. 42° 27' W. 150' to another stk. in line of ld. n. or l. of sd. Wm. D.H. Serrill;  
th. by same N. 69° 15' W. 180.85' to stk. in the sd. E. erly side of sd. Hay Island or Calcon Hook Rd;  
th. alg. the sd. E. erly side of sd. Hay Island or Calcon Hook Rd. N. 27° 37' E. 166.72' to place of beg. Cont. 112.98 P.

#2 Also all that certain marsh or flats adjoining thereto on the South and E. ward, ext. in the S. en line of the ld. above described, to the ~~big~~ big thoroughfare and from the E. en line of sd. ld. ~~to~~ to the E. wrd to low water line of sd. Darby Creek, being the same in courses, distances and contents +

#3 All that certain lot or piece of ld. situate, lying and being in Twp. of Darby, Co. and State aforesaid, bounded, butted, described and cont. according to the plan or survey aforesaid, as follows:

Beg. at pt. in the middle of sd. Hay Island or Calcon Hook Rd. at the distance of 228' measuring alg. a line running N. 7° 32' E. from a pt. in the middle of sd. Rd. (opposite a stone set on the W. erly side of sd. rd. at the intersection of sd. line, and a line running about S. 27° 37' W.) th. from the sd. 1st mentioned pt., passing a stk. set for a cor. on the E. erly side of sd. Rd. S. 82° 28' E. 208.70' and passing another stk. to pt. in the line of other ld. n. or l. of sd. Wm. D.H. Serill;  
th. alg. the same ld. N. 7° 32' E. 208.70' to pt;  
th. still alg. the same ld. passing a stk. N. 82° 28' W. 208.70' to pt. (th. still alg.) in the middle of the aforesaid rd. and passing a stone set for a cor. on the E. erly side of sd. rdl.  
th. alg. the middle of sd. rd. by the next described strip of ld. therein, erroneously and ~~x~~ inadvertently as ld. n. or l. of the Est. of Rebecca Helms, decd., S. 7° 32' W. 208.70' to 1st mentioned pt. of beg. Cont. 1 ac. of ld.

#4 And also all that certain strip or piece of ld., situate lying and being in Twp. of Darby, Co. and State aforesaid, being the portion of the W. ernmost moiety or  $\frac{1}{2}$  part of the right of soil, over which the sd. Hay Island or Calcon Hook Rd. is located, adjoining to the W. ward of the last above described tract or piece of ld. Cont. 1 ac., the sd. strip or piece of ld. cont. in breadth E. wrd and W. ward 16' 6" and in length or depth N. ward and S. ward 208.70'; the sd. tracts or pieces of ld. and prem. above described, ~~the~~ being the sa. which James Henry Ball and Minnie N. his wf. by indenture dated 2/19/03 rec. in D.Bk. Y-10, p. 130 g. and c. unto party of 1st part.

SOLD  
IN D.BK.  
F14P.1119

?

6115  
7120

DARBY Creek  
Huth.

Darby Creek  
Authority

# Commonwealth Land Title Insurance Company,

a Pennsylvania corporation, herein called the Company, for a valuable consideration, paid for this Policy of Title Insurance, does hereby insure the person or corporation named in Schedule A annexed as the Insured, and herein called the Insured, and all persons claiming the estate and property hereinafter mentioned under Insured by descent, by will, or under the intestate laws, and all other persons to whom this Policy may be transferred with the assent of this Company endorsed hereon, that the title of the Insured to the estate, mortgage, or interest described in said Schedule A is good and marketable and clear of all liens and encumbrances, charging the same at the date of this Policy, saving such estates, defects, objections, liens and encumbrances recited in the instrument referred to in said Schedule A, or as may be set forth in Schedule B annexed, or as may be excepted by the conditions of this Policy hereto annexed and hereby incorporated into this contract.

Liability hereunder shall not exceed the amount first set forth in said Schedule A, and no loss shall be payable hereunder except upon compliance by the Insured with the said conditions and not otherwise.

In Witness Whereof Commonwealth Land Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, on the date first set forth in said Schedule A.

Attest:

*John D. Connor*  
Secretary



*John R. Walz*  
President

*[Signature]*  
Authorized Signature

## SCHEDULE A

AMOUNT \$ 1600.00

DATE October 7, 1957

POLICY NO.

B 869644

ASSURED: PHILADELPHIA ELECTRIC COMPANY

1. The Estate or Interest of the Insured covered by this Policy: **Owner in fee.**

2. The Deed or other means by which title is vested in the Insured:

**Deed: Walter L. Hewes to Insured, dated October 2, 1957, recorded October 7, 1957  
in Deed Book 1835 page 022 at Media, Pennsylvania.**

3. The land referred to in this Policy is described as set forth in the said instrument above mentioned and is identified as follows:

**Beginning at a stake on the Easterly side of Hay Island or Calcon Hook Road in a line of land now or late of William D. H. Serrill, Darby Township, Delaware County, Pennsylvania.**

## SCHEDULE B

(Unless otherwise specifically excepted herein, this Policy insures that no restriction upon the sale or occupancy of insured premises on the basis of race, color or creed, has been filed of record at any time subsequent to February 15, 1950, and prior to the recording of the security instrument described under Schedule A-2 hereof.)

Showing estates, defects or objections to title and liens or encumbrances thereon which do or may now exist and against which the Company does not agree to insure, and also showing special risks insured against when so stated.

1. Any variation in location or dimensions and any other objections and easements which a survey for conveyance purposes would disclose, or which are visible on the ground.

2. **Stream of water flows along the premises, subject to the riparian rights of owners of ground abutting said stream.**

3. **Subject to the terms of Agreement between Walter L. Hewes and wife and the U. S. of America and Commonwealth of Pennsylvania as to dykes, dated May 19, 1933 (not recorded)**

4. **Subject to terms of Agreement between Walter L. Hewes and wife and the Township Commissioners of Darby Township as to sanitary sewer dated 1932.**



# Commonwealth Land Title Insurance Company

NoB-869-644-M

PHILADELPHIA,

May 20,

1957

The premises endorsed hereon are subject to the following items, which will be excepted in the policy unless removed:

MORTGAGES

NONE

TAXES

Receipts for all taxes for the years 1952 to 1956 incl. must be produced. Taxes due for the current year 1957.

WATER RENTS

Possible unpaid bills. No liability is assumed.

SEWER RENTS

REMOVED Receipts for sewer rents for the years 1952 to 1956 incl. must be produced. Sewer Rents due for the current year 1957.

MECHANICS AND MUNICIPAL CLAIMS

NONE. Liability for any unfilled Mechanics Liens and Municipal Claims that may be filed for work done or ordered to be done.

JUDGMENTS

NONE

OBJECTIONS

REMOVED Proof that Walter L. Hewes, the grantee, in deed recorded in Deed Book F-14 page 119 is the same person as the proposed grantor.

EXCEPT

Stream of water flows along the premises, subject to the riparian rights of owners of ground abutting said stream.

C

Survey must be produced and description confirmed. Subject to any additional objections that may be added upon production of such survey.

D

REMOVED

Proof that no part of premises in question was taken by Darby Creek Joint Authority by resolution or condemnation under its power of eminent domain. The Deed from Philadelphia Brick Co. to Darby Creek Joint Authority dated Feb. 14, 1940 recorded Deed Book 1126 page 414 appears to overlap and include premises in question although no valid record title was held by Philadelphia Brick Co. to such portion.

E

Proof that Pierre S. duPont was a singleman at the time of delivery of deed to Walter L. Hewes dated 8-10-1910 recorded Deed Book F-14 page 119.

Any additional objections to be added from an inspection of the premises.

F.

EXCEPT

Subject to the terms of Agreement between Walter L. Hewes et ux and the U.S. of America, & Comth. of Penna. as to dykes dated May 19, 1933 (not recorded) see copy.

INSTRUMENTS TO BE PRODUCED AND RECORDED

DEED: Walter L. Hewes and *his wife*, his wife, to Philadelphia Electric Company dated *1/7/57* recorded

RECITAL

REMOVED

BEING the same premises which Pierre S. duPont by Indenture bearing date the 10th day of August A.D. 1910 and recorded in the Office for the Recording of Deeds in Delaware County in Deed Book F-14 page 119 granted and conveyed unto Walter L. Hewes, in fee.

REMOVED

EXCEPT

Possible additional assessment for school taxes under Act of Jan. 14, 1952, P.L. 1944, relating to 3rd and 4th Class School Districts, or township taxes under Act of July 1, 1955, P.L. 219, relating to 1st Class Townships. Terms and conditions of any unrecorded lease.

Any variation in location or dimensions and any other objections and easements which a survey for conveyance purposes would disclose or which are visible on the ground.

Subject to the payment of state and local real estate transfer taxes.

Proof that all parties in this transaction are of full age and legally competent.

Proof that this transaction is not within the Bankruptcy or Insolvency Acts.

The following items are not objections to title, but are furnished for information only.

NOTICE

PRODUCE TAX, WATER AND SEWER RENT BILLS OR RECEIPTS FOR CURRENT YEAR

Information relating to street improvements, except where the improvement is completed, for which a lien can be filed, not being within the scope of title insurance, is not certified.

When the transaction is settled and the papers recorded (which recording should be done by the Company), a Policy of Insurance of this Company will be issued for \$ *1,600.00* in conformity with application and this marked up Report.

122-00-52

*William C. Nail*  
ASST. VICE PRESIDENT

DARBY 001255

BLOCK

LOT

APPL. NO.

B-869644-M

**PREMISES:**

ALL THAT CERTAIN lot or piece of ground SITUATE, lying and being in the Township of Darby, in the County of Delaware and State of Pennsylvania, bounded, butted, described and containing according to a certain plan or survey made thereof by Benjamin H. Smith, Esquire, Surveyor on the 13th day of July A. D. 1877, as follows to wit:

BEGINNING at a stake on the Easterly side of Hay Island or Calcon Hook Road in a line of land now or late of William D. H. Serrill, and thence by the same crossing the line of Old Bank South 62 degrees 23 minutes East 217.95 feet to a stake, in the Westerly bank of Darby Creek, thence along said bank South 42 degrees 27 minutes West 150 feet to another stake in the line of land now or late of William D. H. Serrill; thence by the same North 69 degrees 15 minutes West 180.85 feet to a stake in the said Easterly side of said Hay Island or Calcon Hook Road, and thence along the said Easterly side of said Hay Island or Calcon Hook Road North 27 degrees 37 minutes East 166.72 feet to the place of beginning. CONTAINING 112.98 perches.

**OBJECTIONS  
CONTINUED**

EXCEPT

G. Subject to terms of Agreement between Walter L. Hewes et ux and the Township Commissioners of Darby Township as to sanitary sewer dated \_\_\_\_\_ 1932 (not recorded) see copy.

Es Calcon Hook Road  
Darby Twp.  
Delaware Co., Pa.

**Title Report**

B-869644-M

**Commonwealth Land  
Title Insurance Company**

Main Office:

1510 WALNUT STREET  
PHILADELPHIA 2, PENNA.

Send a copy of this Report to the Grantor  
or Mortgagee so that all objections may be  
removed or explained before settlement.

112-24-27



WHEREAS, The Board of Township Commissioners of the Township of Darby, in the County of Delaware and State of Pennsylvania, are desirous of laying and constructing a sanitary sewer, which said sewer will pass through the lands of Walter L. Hewes and Mary, his wife, and have requested the said Walter L. Hewes and Mary, his wife, to grant them permission for the construction of the said sewer along the course hereinafter described.

AND WHEREAS, The said Walter L. Hewes and Mary, his wife, have agreed to grant the said permission to enter upon their lands, to lay and construct the said sanitary sewer and to further grant permission to the said Township of Darby, in the County of Delaware and State of Pennsylvania, to enter upon their said lands, to make any necessary repairs to the said sewer or for the purpose of making inspection and to do all other necessary things to keep the said sewer in a good sound order and repair and to give a full and proper release to the said township of Darby, in the County of Delaware and State of Pennsylvania, releasing it of all responsibility for any damages that might arise by reason of the digging of trenches, laying and constructing of said sewer, repairing or inspecting of same. And the said Township of Darby, in the County of Delaware and State of Pennsylvania, having agreed that it will replace the surface of the land on which the sewer has been laid in the same condition as it now is before the laying of the sewer.

NOW THIS INDENTURE WITNESSETH, That for and in consideration of the sum of ONE DOLLAR, the receipt whereof is hereby acknowledged, and in consideration of other good and valuable considerations then thereto moving, the said Walter L. Hewes and Mary, his wife, have agreed and do hereby agree that the said Township of Darby, in the County of Delaware and State of Pennsylvania, shall and does have the right to enter upon their land, to take thereon all necessary machinery, tools and materials, together with the necessary laborers, engineers and others to dig such trenches as shall be necessary to lay, construct, repair and inspect a proper sanitary sewer along the following described courses:-

*Darby Township*  
The above named township is situated in the  
County of Delaware, State of Delaware.  
The township is bounded on the north by the  
County of Delaware, State of Delaware.  
The township is bounded on the south by the  
County of Delaware, State of Delaware.  
The township is bounded on the east by the  
County of Delaware, State of Delaware.  
The township is bounded on the west by the  
County of Delaware, State of Delaware.

Beginning at a point in the line of lands of the Philadelphia Brick Company, said point being at the distance of fifty-nine feet, more or less, south-east of the northwesterly side of Galcon Hook Road; thence South thirteen degrees, six minutes West, one hundred thirty-nine feet, more or less, to a point; thence South sixty-one degrees, fifty-four minutes East, one hundred feet, more or less to the low water mark of Darby Creek.

AND The said Walter L. Hewes and Mary, his wife, under and in consideration of an understanding and agreement between them and the Commissioners of the said Township of Darby, that they the said Walter L. Hewes and Mary, his wife, shall be now and for all times to come released from any charge or assessment for or on account of the laying of the said sewer, either based on front foot or any other measurement, and, further that the said Walter L. Hewes and Mary, his wife, shall have the right and privilege to connect to the said sewer if it shall be desired by them at any time in the future free of charge.

AND provided further, that it is understood between the parties that the said Commissioners of the Township of Darby have guaranteed to the said Walter L. Hewes and Mary, his wife, that the said Township of Darby shall forever save harmless the said Walter L. Hewes and Mary, his wife, from any damage, injury, suits or redressings, for or on account of the bank cut through aforesaid property to the Creek for the laying of the said sewer and that the said Township shall keep and maintain the said bank in a state of good order and repair.

AND The said Walter L. Hewes and Mary, his wife, in consideration of the matters and things above set forth, have for themselves, their and each of their executors, administrators and assigns, remise, released and quit-claimed and by these presents do remise, release and quit-claim unto the said Township of Darby, in the County of Delaware and State of Pennsylvania, and to its successors and assigns, all manner of claim or claims for damages, injuries, suits, action or actions for claims for damages or injuries that shall be caused or claimed to have been caused by reason of the digging of such trenches and the laying

and constructing of the said sewer, or the inspection and repair of  
the same after it shall have been laid and constructed.

In witness whereof, the parties herunto have set their  
hands and seals this                      day of                      A. D. 1932.

Signed, sealed and delivered:

in the presence of

Walter L. Brown  
Harry H. Brown

Walter L. Brown

Harry H. Brown

D. H. Brown  
President of Board of Commissioners

Attest Secretary Dominic J. Papp

STATE OF PENNSYLVANIA:

: SS:

COUNTY OF DELAWARE :

On the 20th day of August  
1932, before me, Notary Public  
personally appeared the above named Walter L. Brown and Harry H. Brown,  
and in due form of law acknowledged the above SEAL to be their act  
each of their act and deed, and desired the same might be recorded as  
such.

Witness my hand and Notary seal the day and year

aforesaid.

Walter L. Brown  
Harry H. Brown  
Notary Public  
Dominic J. Papp Jan 6th 1933



PLAN of PROPOSED SEWER  
FORCE MAIN BORING DARTY TOWNSHIP  
DEL CO, PA.  
Scale - 1" = 200 ft.      October 10, 1928.  
Alonzo H. Yocum  
Township Engineer  
Dartmouth, Pa.

011

REPORT OF SETTLEMENT

PURCHASE BY PHILADELPHIA ELECTRIC COMPANY FROM WALTER L. HEWES,  
WIDOWER

PREMISES: SOUTHEAST SIDE OF CALCON-HOOK ROAD, DARBY TOWNSHIP,  
DELAWARE COUNTY, PENNSYLVANIA  
CONTAINING 112.98 PERCHES

FILE PE-1624

Settlement in the above matter was held Friday, October 4, 1957 at the office of the Commonwealth Land Title Insurance Company, 1510 Walnut Street, Philadelphia. Those present were Mr. J. Smith, settlement clerk, and the undersigned. Mr. William Mitchell real estate broker representing the seller sent the deed etc. to the Title Company to complete settlement.


Attached are the following:

1. Filled in skeleton copy of deed
2. Marked up title report
3. Sheet showing disbursement of consideration
4. Check for \$4.50 brokers commission

The 1957 taxes were paid and we reimbursed the seller in the amount of \$3.00 being 1/3 of the total taxes for the year.

1957 tax receipt was      Lot 50' x 100'      \$200.00

County tax	5.75 Mills	\$1.15
Institutional tax	2.85 "	.57
Township tax	17.00 "	3.40
School tax	37.00 "	7.40
	<u>62.60</u>	<u>\$12.52</u>

  
H. M. Schenk  
Right of Way Section

HMS:jtb

ORIG

$$\begin{array}{r} 160 \overline{) 112.0} \\ \underline{1120} \phantom{0} \\ 0 \end{array}$$



October 10, 1962

File 100-1617 and FE-1624

Mr. John E. Salzman  
1000 1st. Highland Avenue  
Philadelphia 32, Pa.

Dear Mr. Salzman:

You had inquired as to the possibility of Mr. Bernard T. McMichael constructing a guestet type building on our property on the east side of Calcon Hook Road, Felcroft Borough, Delaware County, in connection with his operations in the area.

We are inclosing a plan showing the area in question on which has been shown in red outline ground which we own and might be used for this purpose. The size is only approximate as there has been a survey made of this property. We would like you to indicate on this plan if there is a location which will be suitable for the proposed use and return the plan to us for further consideration.

As to your question concerning the placing of your entrance in present Calcon Hook Road, we find that we have granted to Mr. Wilbur Henderson the right to cross our property shown with hatched green lines which is an extension of Calcon Hook Road through our property, to reach property in which he has an interest. We feel if you are still interested in placing a gate on the road, you might discuss the matter with Mr. Henderson in order to reach an understanding in this matter.

Very truly yours,

MHE:FM

  
H. J. McQUISTON  
Real Estate Agent

Attachment

10

# DEED OF CONVEYANCE

No. 1 869644 M. Date 10/4/57  
 Seller Walter L. Hewes and  
Phila Electric Company  
Calver Park Road  
Darby Twp., Del Co., Pa.  
 Consideration Clear 1670.00  
 Interest as agreed 3.00  
 Balance Due Seller  
 Taxes for Current Year  
 Water and Sewer Rents  
 Rents

Balance Due Seller 10.00  
1693.75

SETTLEMENT WITH SELLER		SETTLEMENT WITH PURCHASER	
Balance Due Seller		Balance Due Seller	<u>1593.75</u>
		Real Estate Charges	<u>50.00</u>
		Recording and Service	<u>8.00</u>
		Notary Fee	
		Transfer Tax	<u>16.00</u>

Taxes

Taxes and  
Sewer Rents

Treasurer of Darby  
Twp. Trans Tax 16.00

Federal Revenue Stamps 2.20

Transfer Tax

Notary Fee

Field for

Amount Due Seller 118.20  
1593.75

Deposit for

Amount Due Seller 118.20  
1475.55

Walter L. Hewes

Phila Electric Co  
 Calver Park Road

September 24, 1957  
PE-1624

C. J. Mitchell Co., Inc.  
1047 Suburban Station Building  
Philadelphia 3, Pennsylvania

Gentlemen:

Under terms of agreement dated April 16, 1957, Walter L. Hewes, Widower, gave this company an option for a period of one hundred eighty (180) days from the date thereof or on or before October 13, 1957, to purchase an unimproved lot of ground situate on the south-easterly side of Calcon Hook Road, Darby Township, Delaware County, Pennsylvania, and more particularly described herein.

In accordance with the terms of said option, you, as his attorney, are hereby notified that we hereby exercise said option and shall arrange to complete settlement under the terms of same within sixty (60) days from the date of this letter.

Very truly yours,

  
H. J. McQuiston  
Real Estate Agent

HL:ede

SENT REGISTERED MAIL  
RETURN RECEIPT REQUESTED

WHEREAS, the undersigned is the owner of premises situate in the Township of Darby, County of Delaware, Commonwealth of Pennsylvania, described in Deed dated the 10th day of August in the year 1910, recorded in the Office of the Recorder of Deeds of said County and State, in Deed Book No. F-14 at page 119 &c.

NOW THIS OPTION AGREEMENT WITNESSETH, That in consideration of the sum of TEN DOLLARS (\$10.00) paid to the undersigned, the receipt whereof is hereby acknowledged, the undersigned (hereinafter referred to as "Seller") hereby gives unto PHILADELPHIA ELECTRIC COMPANY (hereinafter referred to as "Buyer"), the option, to be exercised as hereinafter provided at any time within 180 days after the date hereof, of purchasing for the price or sum of \$1600.00

All That Certain lot or piece of ground situate in said Township, County and Commonwealth aforesaid, described as follows:

BEGINNING at a point on the easterly side of Hay Island (Calcon Hook Road) in line of ground now or late of Wm. D. H. Serrill and extending thence along last mentioned ground, crossing the line of old bank S. 62° 23' E. 218 feet more or less to a point in the westerly bank of Darby Creek; thence along said bank S. 42° 27' W. 150 feet more or less to a point in line of ground now or late of said Wm. D. H. Serrill; thence along last mentioned ground N. 69° 15' W. 181 feet, more or less, to a point in the said easterly side of Hay Island (Calcon Hook Road) and thence along the easterly side of said road N. 27° 37' E. 167 feet, more or less to the point and place of beginning.

Apr. 14  
May 31  
June 30  
July 31  
Aug. 31  
Sept. 30  
Oct. 13  
1910

It is further understood and agreed that:

1. Buyer is granted the right to make surveys of said piece of ground during the option period, and, upon exercise of the option, shall have the right to immediate possession of said piece of ground.

2. This option may be exercised at any time before the expiration thereof by notice delivered personally or mailed by registered mail to G. J. Mitchell & Co. Inc. the representative of Seller, at 4047 SUBURBAN STATION BLDG. PHILA(3) PA. Seller hereby certifies that the above is the correct name and post-office address of their representative to whom he desires and directs Buyer to mail or deliver all notices and payments pertaining to this agreement.

3. Upon the exercise of this option it shall be and become an Agreement of Sale between Seller and Buyer, and settlement shall be made upon the following terms and conditions:

(a) Settlement to be made at a convenient place designated in said notice, within sixty (60) days from the date of said notice.

(b) Upon the payment of the purchase price, less the amount paid for this option, Seller shall execute and deliver a Deed conveying to Buyer said piece of ground in fee simple, free and clear of all liens and encumbrances. The Deed shall be prepared by Buyer and acknowledged, stamped and recorded at Buyer's expense.

(c) ALL REAL ESTATE TRANSFER TAXES TO BE EQUALLY DIVIDED BETWEEN SELLER AND BUYER

4. This agreement shall be binding upon and inure to the benefit of the executors, administrators, heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Seller has hereunto set his hand and seal on this 16th day of April A.D. 1957.

Signed, sealed and delivered  
in the presence of:

G. J. Mitchell

Walter L. Hewes (SEAL)  
Walter L. Hewes

(SEAL)

COMMONWEALTH LAND  
TITLE INSURANCE COMPANY

Main Office, 1516 Walnut St., Philadelphia 2, Pa.

Walnut 3-0400

Application Number B- 869644 M

Premises in the Borough of Darby, Delaware  
County, Pa.

RE: WALTER L. HEWES

Received 5/14/1957

We thank you for this application.

*W. Schambelan*

132-00-32

COMMONWEALTH LAND  
*Title Insurance Company*

RECEIVED		
MAY 15 1957		
<i>Mr. McQuiston</i>		
M.G.F.		FILE
	J.D.	
R.S.	McL.	FILE

NORMAN S. CHAMBERLAIN  
ASST. VICE PRESIDENT



May 14, 1957

1510 WALNUT ST.  
PHILA. 2, PA.

Mr. Henry J. McQuiston,  
Philadelphia Electric Company,  
1000 Chestnut Street,  
Philadelphia 5, Penna.

*16-nt*

Re: B-869644-M  
Premises: in the Borough of Darby,  
Delaware County, Pa.  
Re: Walter L. Hewes

Dear Henry:

I wish to acknowledge receipt of your application for title insurance covering the above premises, and I am enclosing our card showing the number assigned to this application.

We will proceed with the examination of the title, and issue our report as soon as possible.

Very truly yours,

*Norman*  
Assistant Vice President

NSC:B  
Enclosure

TITLE INSURANCE SINCE 1876

DARBY 001270

1008 Walnut Street  
3rd Floor

September 24, 1957

File PE-1624

Walter L. Hewes, Widower, property

Harvey Schenk:

Attached for settlement in the above matter are the following:

1. Option
2. Deed and copy
3. Title Certificate and duplicate
4. Blueprint plan

A voucher has been ordered.

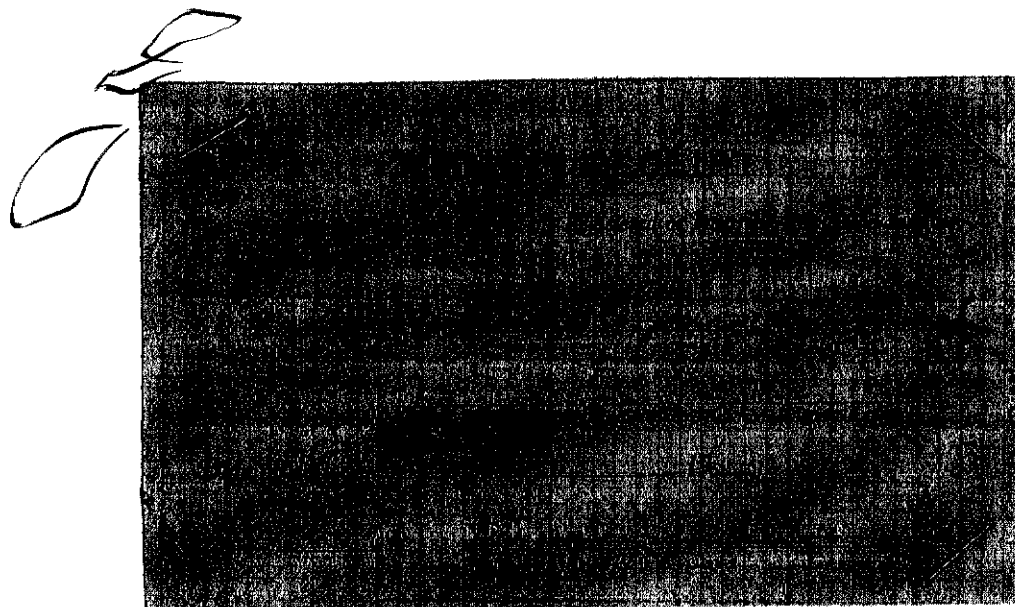
Settlement in the above matter is to be completed on or before November 23, 1957.

H. C. Oelschlager  
Real Estate Department

HCO:ede

00

00






## EXPENSE RECORD

196-30001 3-61

EMPLOYEE'S NAME (Print)

HARVEY M. SCHENK

DATE	DESCRIPTION	JL	JO	W. O. OR ACCT. NO.	AMOUNT
10/14/57	WALTER L. HEWES TO P.B.CO.				
	FEE DEED			601-228-1-1100	
	TAX ADJUSTMENT ON 1957 TAXES			<del>34950.00</del> 1	3 00
	FILE PE 1624				

APPROVED 	CHECKED	RECEIVED Three and 70/100	TOTAL \$ 3.00
SUPERVISOR	ANALYST	IN FULL PAYMENT OF THE ABOVE	DOLLARS
APPROVED	AUTHORIZED SIGNATURE	DATE 10/7/57	SIGNED Harvey M. Schenk

Walter L. Hewes, widower property

Consideration	\$1600.00
ack.	.75
adj. Tax	<u>\$1600.75</u>

Paid on account	10.00
	<u>\$1590.75</u>

Title Insurance	50.00
Record Deed	8.00

Pa. 1% stamps	16.00
	<u>\$1664.75</u>

Seller to pay U.S. Stamp +  
Tax 1%

4/13/51  
32-51

PA # J-5847  
9/22/57

September 25, 57

COMMONWEALTH LAND TITLE INSURANCE COMPANY

ONE THOUSAND SIX HUNDRED SIXTY-FOUR AND 75/100- - - - - 1,664.75

Balance of funds required for the purchase in fee of a lot of ground containing 112.98 perches situate between Calcon Hook Road and the Darby Creek in Darby Township, Delaware County, Pa. from Walter L. Hewes.

File PE-1624

(Please send check to H. J. McQuiston, 3rd floor, 1008 Walnut St.)

349950-101

6-1624

\$1664 75

2 N 17

OCTOBER

fifty-seven (1957) WALTER L. HEWES,  
of Darby, County of Delaware and Commonwealth of Pennsylvania,

Widower,

PHILADELPHIA ELECTRIC COMPANY, a corporation of the Commonwealth  
of Pennsylvania,

ONE

THOUSAND SIX HUNDRED DOLLARS (\$1,600.00)

him

s

es

, its Successors

ALL THAT CERTAIN lot of piece of ground, situate in the Town-  
ship of Darby, County of Delaware, Commonwealth of Pennsylvania,  
bounded and described in accordance with a survey or plan thereof  
made by Benjamin H. Smith, Esq., Surveyor, on July 13, 1877, as  
follows:

BEGINNING at a point on the easterly side of Hay Island or  
Calcon Hook Road in a line of land now or late of William D. H.  
Serrill and extending thence by same crossing the line of old Bank  
South sixty-two degrees twenty-three minutes East (S. 62° 23' E.)  
two hundred seventeen feet and ninety-five one-hundredths of a foot  
(217.95') to a point in the westerly bank of Darby Creek; thence  
along said bank South forty-two degrees twenty-seven minutes West  
(S. 42° 27' W.) one hundred fifty feet (150') to a point in line  
of land now or late of said William D. H. Serrill; thence by same  
North sixty-nine degrees fifteen minutes West (N. 69° 15' W.)  
one hundred eighty feet and eighty-five one-hundredths of a foot  
(180.85') to a point in the said easterly side of said Hay Island  
or Calcon Hook Road and thence along the said easterly side of  
said Hay Island or Calcon Hook Road North twenty-seven degrees  
thirty-seven minutes East (N. 27° 37' E.) one hundred sixty-six  
feet and seventy-two one-hundredths of a foot (166.72') to the  
first mentioned point and place of beginning.

Containing one hundred twelve perches and ninety-eight one-  
hundredths of a perch.

BEING the same premises which PIERRE S. DU PONT by Indenture  
bearing date the tenth day of August, A.D. 1910, and recorded in  
the Office for the Recording of Deeds &c.. in and for the County  
of Delaware, aforesaid, in Deed Book F-14, page 119 &c., granted  
and conveyed unto WALTER L. HEWES, in fee.

the

, its Successors

, its Successors

U. S. Doc.  
Stamps  
\$2.20

Pa. Doc.  
Stamps  
\$16.00

Grantor, for himself and his

es

, its Successors

he, Grantor and his

, its Successors

him,

Grantor and his

him, them

y

has

his

Wm. MITCHELL  
\_\_\_\_\_

WALTER L. HEWES  
Walter L. Hewes

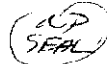
2ND

OCTOBER 57

a Notary Public in and for the Commonwealth of Pennsylvania  
WALTER L. HEWES, Widower,

his

Notarial



MARTHA E. KINDER  
776 CHESTNUT PK PROSPECT PARK RD  
COUN ELY 11/9/59

J. M. SCHENK  
Philadelphia 5, Pa.

1000 Chestnut Street,

B-869-644-M

PE-1624

WALTER L. HEWES,  
Widower

to

PHILADELPHIA ELECTRIC  
COMPANY

Premises: Darby Township,  
Delaware County  
Pennsylvania

DARBY 001279

# Commonwealth Land Title Insurance Company

NoB-869-644-M

PHILADELPHIA,

May 20,

1957

The premises endorsed hereon are subject to the following items, which will be excepted in the policy unless removed:

MORTGAGES	NONE
TAXES	Receipts for all taxes for the years 1952 to 1956 incl. must be produced. Taxes due for the current year 1957.
WATER RENTS	Possible unpaid bills. No liability is assumed.
SEWER RENTS	Receipts for sewer rents for the years 1952 to 1956 incl. must be produced. Sewer Rents due for the current year 1957.
MECHANICS AND MUNICIPAL CLAIMS	NONE. Liability for any unfilled Mechanics Liens and Municipal Claims that may be filed for work done or ordered to be done.
JUDGMENTS	NONE
OBJECTIONS A	Proof that Walter L. Hewes, the grantee, in deed recorded in Deed Book F-14 page 119 is the same person as the proposed grantor.
B	Stream of water flows along the premises, subject to the riparian rights of owners of ground abutting said stream.
C	Survey must be produced and description confirmed. Subject to any additional objections that may be added upon production of such survey.
D	Proof that no part of premises in question was taken by Darby Creek Joint Authority by resolution or condemnation under its power of eminent domain. The Deed from Philadelphia Brick Co. to Darby Creek Joint Authority dated Feb. 14, 1940 recorded Deed Book 1126 page 414 appears to overlap and include premises in question although no valid record title was held by Philadelphia Brick Co. to such portion.
E	Proof that Pierre S. duPont was a singleman at the time of delivery of deed to Walter L. Hewes dated 8-10-1910 recorded Deed Book F-14 page 119.  Any additional objections to be added from an inspection of the premises.
INSTRUMENTS TO BE PRODUCED AND RECORDED	DEED; Walter L. Hewes and _____, his wife, to Philadelphia Electric Company dated _____ recorded _____
RECITAL	BEING the same premises which Pierre S. duPont by Indenture bearing date the 10th day of August A.D. 1910 and recorded in the Office for the Recording of Deeds in Delaware County in Deed Book F-14 page 119 granted and conveyed unto Walter L. Hewes in fee.  Possible additional assessment for school taxes under Act of Jan. 14, 1952, P.L. 1944, relating to 3rd and 4th Class School Districts, or township taxes under Act of July 1, 1955, P.L. 219, relating to 1st Class Townships. Terms and conditions of any unrecorded lease. Any variation in location or dimensions and any other objections and easements which a survey for conveyance purposes would disclose or which are visible on the ground. Subject to the payment of state and local real estate transfer taxes. Proof that all parties in this transaction are of full age and legally competent. Proof that this transaction is not within the Bankruptcy or Insolvency Acts. The following items are not objections to title, but are furnished for information only.
NOTICE	
PRODUCE TAX, WATER AND SEWER RENT BILLS OR RECEIPTS FOR CURRENT YEAR	Information relating to street improvements, except where the improvement is completed, for which a lien can be filed, not being within the scope of title insurance, is not certified.

When the transaction is settled and the papers recorded (which recording should be done by the Company), a Policy of Insurance of this Company will be issued for \$ \_\_\_\_\_ in conformity with appli-  
cation and this marked up Report

152-00-05

*William C. Neil*  
ASST. VICE PRESIDENT

DARBY 001280



BLOCK

LOT

APPL. NO.

B-869644-X

**REMARKS:**

ALL THAT CERTAIN lot or piece of ground SITUATE, lying and being in the Township of Darby, in the County of Delaware and State of Pennsylvania, bounded, butted, described and containing according to a certain plan of survey made thereof by Benjamin H. Smith, Register, Surveyor on the 13th day of July A. D. 1877 as follows to wit:

BEGINNING at a stake on the westerly side of Hay Island or Caloon Hook Road in a line of land now or late of William D. H. Serrill, and thence by the same crossing the line of Old Bank South 62 degrees 23 minutes East 217.95 feet to a stake, in the westerly bank of Darby Creek, thence along said bank South 42 degrees 27 minutes West 150 feet to another stake in the line of land now or late of William D. H. Serrill, thence by the same North 69 degrees 15 minutes West 180.85 feet to a stake in the said westerly side of said Hay Island or Caloon Hook Road, and thence along the said westerly side of said Hay Island or Caloon Hook Road North 27 degrees 37 minutes East 166.72 feet to the place of beginning. CONTAINING 112.98 perches.

Es Caloon Hook Road  
Darby Twp.  
Delaware Co., Pa.

**Title Report**

B-869644-X

**Commonwealth Land  
Title Insurance Company***Main Office:*

1510 WALNUT STREET  
PHILADELPHIA 2, PENNA.

Send a copy of this Report to the Grantor  
or Mortgagor so that all objections may be  
removed or explained before settlement.

122-00-87

1427  
12/1/57  
H  
H  
H  
October 30, 1957

SUBJECT: Files PE-1624 and PE-1617

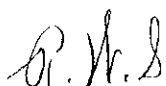
Mr. Joseph A. Conte, Chairman  
Board for the Assessment and Revision of Taxes  
For Delaware County  
Court House, Media, Pennsylvania

Dear Mr. Conte:

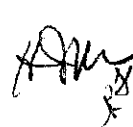
By Deed dated October 2, settlement not made however, until October 4, Philadelphia Electric Company acquired from Walter L. Hewes an unimproved lot of ground situate on the easterly side of Calcon Hook Road and the westerly bank of the Darby Creek in Darby Township, Delaware County, Pennsylvania. This lot of ground contains a calculated area of 0.725 of an acre and is shown in red outlined on the blueprint enclosed herewith. This property has been assessed to Walter L. Hewes as lot 50' by 100', Magazine Lane and Darby Creek in the amount of \$200.00. We would appreciate your informing us if there will be any change in the assessment beginning 1958.

Also by a Quit Claim Deed dated May 13, 1957 but recorded on October 7, Philadelphia Electric Company acquired from Longwood Foundation, Inc. all their right, title and interest to the marsh or flats between the above mentioned lot acquired from Walter Hewes and the low-water line of Darby Creek and the low-water line of Big Thoroughfare Creek and more particularly shown outlined in yellow on said blueprint enclosed herewith. We understand that these marsh or flats were not assessed for Real Estate tax purposes. Will you also inform us if there will be any assessment placed on these rights considering the character of the land involved.

Very truly yours,

  
R. W. Smith  
Real Estate Department

RWS:jtb  
Enclosure



DARBY 001282

Walter Hewes  
721 Greenway Ave.  
Darby, Pa.

1956 asst.  
Magazine Lane &  
Darby Creek  
50' x 100' Wrd. \$200

For Mr. J. Dugan  
Darby Twp.

Walter L. Hewes

1-1-55 to 12-31-56

✓  
1909  
✓ ✓ ✓ ✓ ✓  
14 24 28 31 38 45 48

grantee

1046-120 ✓

1016-49 ✓

1007-133 ✓

838-294 ✓

789-198 ✓

547-273 ✓

507-512 ✓

381-478 ✓

F 14-119 5  
(8-10-1910)

✓ ✓ ✓ ✓ ✓ ✓ ✓  
1910 14 24 28 31 38 45 48

grantor

1360-14 ✓

1761-542 ✓

1781-400 ✓

" - 448 ✓

P. W. Kennedy

Deed

Pierre S. Lafont,  
to  
Walter L. Hewes,

Dated- 8/10/10  
Ack.- 8/13/10  
Rec.- 9/20/10  
Cons.- \$500.00  
D.Bk. P-11, p. 119

All that certain lot or piece of ground, situate lying and being in Twp. of Darby, Co. of Del., Pa. b. and d. and containing according to a certain plan or survey made thereof, by Benjamin H. Smith, Esq. Surveyor on 7/19/1877 as follows:

Beg. at a stk. on the E. erly side of Hay Island or Calcon Hook Rd. in a line of 180 n. or l. of Wm. D.H. Serrill;  
th. by same crossing the line of old Bank S. 62° 23' W. 217.95' to stk. in the W. erly bank of Darby Creek;  
th. alg. sd. bank S. 42° 27' W. 150' to another stk. in the line of ld. n. or l. of sd. Wm. D.H. Serrill;  
th. by same W. 69° 15' W. 180.85' to stk. in sd. E. erly side of sd. Hay Island or Calcon Hook Rd.  
th. alg. the sd. E. erly side of sd. Hay Island or Calcon Hook Rd. N. 27° 37' E. 166.72' to place of beg. Cent. 112.98 P.  
E. Being a portion of sa. ld. and prem. conveyed to the party of the 1st part by the Oriental Powder Company by deed dated 5/1/05 rec. in D.Bk. P-11, p. 49 etc.

*Description OK  
except for correction.*

ACQUISITION OF GROUND FOR  
EDDYSTONE-LIANERCH 132 KV  
TRANSMISSION LINE RIGHT OF WAY

October 7, 1957  
File: PE-1000  
PE-1017

Philadelphia Electric Company, by Deed dated October 2, 1957, (Plan attached October 4, 1957) acquired from Walter L. Jones, Esq., an undivided parcel of ground situate on the southern side of Chalmers Road west of the Thompson Road, containing in front of Chalmers Road 100.77' and extending therefrom to depth 200.00' on the north line and 100.00' on the south line in Derby Township, Delaware County, Pennsylvania; and more particularly shown outlined in red crayon on the blueprint plan hereto attached.

Philadelphia Electric Company, by Deed dated May 13, 1957, acquired from Leggett Foundation, Inc., all of its right title and interest of, in, and to the marsh or flats adjoining the first above described parcel of ground on the east and southerly sides thereof in Derby Township, Delaware County, Pennsylvania, and more particularly shown outlined in yellow crayon on the plan hereto attached.

*H. J. McGuiston*  
H. J. McGuiston  
Real Estate Agent

HCO:ede

Attachment

Rt. #1 K.M. Irwin,  
for your files  
(2 plans)

Rt. #2 W.H. Jones  
R.M. Godwin  
R.R. MacKay, Jr.  
for your files

Rt. #3 E.B. Shew,  
for your files

Rt. #4 G.S. VanAntwerp  
H. MacVaugh  
C.W. Iles  
J. VanName

Rt. #5 J.B. Murray,  
for your files

Rt. #6 E.W. Carson  
F. B. Reiter, Jr.

H.P.O.

4-10-57

Heaver is still the owner  
of this place. Will you please  
prepare an option similar to  
the Simpson paper.

Thank you  
D.H.

~~P.P. [unclear]~~

Mr. C. R. Holland:

Title, of record, is still in the name of Walter L. Hewes by deed dated 8-10-1910 rec. in D.B.K. F14-P. 119.

There is no record of the death of Walter L. Hewes in Delaware County.

There are no delinquent taxes returned against prem. in question.

P. W. Kennedy  
4-9-57

Mr. J. Dugan:

Enclosed is a 1 yr. search and abstracts on Walter Hewes and Pierre S. du Pont. Also registry sketch.

Until further searches are made I would not rely on the above mentioned being last owners.

P. W. Kennedy

1-7-57



Deed

Pierre S. duPont,  
to  
Walter L. Hewes.

Dated- 8/10/10  
Ack.- 8/13/10  
Rec.- 9/20/10  
Cons.- \$500.00  
D.Bk. F-14, p. 119

All that certain lot or piece of ground, situate lying and being in Twp. of Darby, Co. of Del., Pa. b. and d. and cont. according to a certain plan or survey made thereof, by Benjamin H. Smith, Esq. Surveyor on 7/13/1877 as follows:

Beg. at a stk. on the E. erly side of Hay Island or Caloon Hook Rd. in a line of ld. n. or l. of Wm. D.H. Serrill;  
th. by same crossing the line of old Bank S. 62° 23' <sup>E</sup> W. 217.95' to stk. in the W. erly bank of Darby Creek;  
th. alg. sd. bank S. 42° 27' W. 150' to another stk. in the line of ld. n. or l. of sd. Wm. D.H. Serrill;  
th. by same N. 69° 15' W. 180.85' to stk. in sd. E. erly side of sd. Hay Island or Caloon Hook Rd.  
th. alg. the sd. E. wly side of sd. Hay Island or Caloon Hook Rd. N. 27° 37' E. 166.72' to place of beg. Cont. 112.98 P.  
R. Being a portion of sa. ld. and prem. conveyed to the party of the 1st part by the Oriental Powder Company by deed dated 5/1/05 rec. in D.Bk. P-11, p. 48 etc.

APR 10 1958

April 10, 1958

SUBJECT: File PE-1624 and PE-1617

Mr. Joseph A. Conte, Chairman  
Board for the Assessment and Revision of Taxes  
For Delaware County  
Court House, Media, Pennsylvania

Dear Mr. Conte:

You may recall we have been writing you in regard to a property we acquired on October 30, 1957, from Walter L. Hewes situate on the easterly side of Calcon Hook Road and the westerly bank of Darby Creek containing an area of 0.725 of an acre in Darby Township, Delaware County, Pennsylvania. As yet we have not been notified what our assessment will be for this property for 1958.

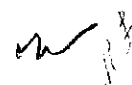
Also by a quit-claim Deed recorded on April 7, 1957, Longwood Foundation, Inc. conveyed all their right, title and interest to the marsh or flats between the above mentioned lot and the low water line of Darby Creek and the low water line of Big Thoroughfare Creek. While we understand these marshes or flats are not assessed for real estate tax purposes we would appreciate your informing us whether that status will still remain.

Very truly yours,



R. W. Smith  
Real Estate Department

RWS:jtb



2/24  
3/24  
4/24

February 24, 1958

SUBJECT: Files PE-1624 and PE-1617

Mr. Joseph A. Conte, Chairman  
Board for the Assessment and Revision of Taxes  
for Delaware County  
Court House, Media, Pennsylvania

Dear Mr. Conte:

You may recall that we have been writing you in regard to property acquired on October 30, 1957, from Walter L. Hewes situate on the easterly side of Calcon Hook Road and the westerly bank of Darby Creek in Darby Township, Delaware County, Pennsylvania containing a calculated area of 0.725 of an acre. Can you now inform us what our assessment will be for this property for 1958.

Also by a Quit-Claim Deed dated May 13, 1957, but not recorded until October 7, 1957, we acquired from Longwood Foundation, Inc. all their right, title and interest to the marsh or flats between the above mentioned lot acquired from Walter L. Hewes and the low water line of Darby Creek and the low water line of Big Thoroughfare Creek. We understand these marsh or flats are not assessed for real estate tax purposes. Will you please inform us whether that status will still remain.

Very truly yours,

*R. W. Smith*

R. W. Smith  
Real Estate Department

RWS:jtb

*ME*

2/4  
January 31, 1958

SUBJECT: Files PE-1624 and PE-1617

Mr. Joseph A. Conte, Chairman  
Board for the Assessment and Revision of Taxes  
For Delaware County  
Court House, Media, Pennsylvania

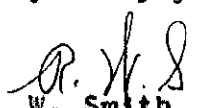
Dear Mr. Conte:

You may recall that we originally wrote you on October 30, 1957, that by a Deed dated October 2, Philadelphia Electric Company acquired from Walter L. Hewes an unimproved lot of ground situate on the easterly side of Calcon Hook Road and the westerly bank of the Darby Creek in Darby Township, Delaware County, Pennsylvania, containing a calculated area of 0.725 of an acre.

Also by Quit-claim Deed dated May 13, 1957, but not recorded until October 7, Philadelphia Electric Company acquired from Longwood Foundation, Inc. all their right, title and interest to the marsh or flats between the above mentioned lot acquired from Walter L. Hewes and the low water line of Darby Creek and the low water line of Big Thoroughfare Creek.

We understand these marsh or flats are not assessed for real estate tax purposes. Can you now inform us what our assessment will be on the parcel of ground acquired from Walter L. Hewes.

Very truly yours,

  
R. W. Smith  
Real Estate Department

RWS:jtb

mv  
KE

7  
JOSEPH A. CONTE  
CHAIRMAN  
JOSEPH E. WICKERSHAM  
JAMES J. MALONE



RECEIVED		
JACOB SAPOVITS		
APR 22 1958		
SECRETARY FOR THE BOARD		
T.M. McQUISTON		
M.G.E.		H.O.
	J.D.	
R.B.	McL.	FILE

## BOARD FOR THE ASSESSMENT AND REVISION OF TAXES

DELAWARE COUNTY

MEDIA, PENNSYLVANIA April 22, 1958.

Philadelphia Electric Co.  
1000 Chestnut Street,  
Philadelphia 5, Pa.

✓ *general*  
Re: Files PE-1624 and 1617.

Gentlemen:

In reply to your letter of April 17, 1958 regarding assessments on properties in Darby Township, the first item is assessed on Magazine Lane on folio 1592 in the amount of \$200. for the year 1958.

The second item is not assessed for 1958, however, this matter will be referred to our local assessor who will place a token assessment on same for the year 1959, as all parcels must bear an assessment according to the law.

You will be notified accordingly when the 1959 assessments are being made.

Very truly yours,

Joseph A. Conte  
CHAIRMAN

JAC.t  
cc. Assaf.

April 17, 1958

SUBJECT: Assessments - Files PE-1624 and 1617

Mr. Joseph A. Conte, Chairman  
Board for the Assessment and Revision of Taxes  
For Delaware County  
Court House, Media, Pennsylvania

Dear Mr. Conte:

In accordance with your request of April 14, on the above captioned subject enclosed you will find a blueprint of a sketch whereon we have indicated with red crayon the property we purchased from Walter L. Hewes on October 30, 1957, situate on the easterly side of Calcon Hook Road and which we understand was assessed to Mr. Hewes as a lot 50' by 100' at Magazine Lane and Darby Creek in the amount of \$200.00.

Also outlined in yellow crayon is an area between the abovementioned property and the low water line of Big Thoroughfare Creek and Darby Creek which consist of marsh or flats which we acquired from Longwood Foundation, Inc. by a Quitclaim Deed dated May 13, 1957 and recorded on October 7. We understand that these marsh or flats are not assessed for real estate tax purposes.

We would now be pleased if you could inform us what our assessment will be for the first abovementioned parcel of ground and whether these marsh or flats will continue not assessed for real estate tax purposes.

Very truly yours,

  
R. W. Smith  
Real Estate Department

RWS:jtb  
Enclosure



JOSEPH A. CONTE  
CHAIRMAN  
JOSEPH E. WICKERSHAM  
JAMES J. MALONE



JACOB SAPOVITS  
SOLICITOR FOR THE BOARD

RECEIVED		
APR 15 1958		
H.W. MOORE		
M.G.E.		C.O.
	J.D.	
B.U.	ADL.	FILE

## BOARD FOR THE ASSESSMENT AND REVISION OF TAXES

DELAWARE COUNTY  
MEDIA, PENNSYLVANIA

April 14, 1958.

Philadelphia Electric Co.  
1000 Chestnut St.  
Philadelphia 5, Pa.

*Hewes* *Longfellow*  
Re: File PE-1624 and PE-1617.

Gentlemen:

This is in reply to your letter of April 10, 1958 regarding property acquired on October 30, 1957 from Walter L. Hewes in the Township of Darby.

May we have a plan of this property in order to correctly identify it? Upon receipt of same we will be able to give you the desired information.

Very truly yours,

*Joseph A. Conte*

Joseph A. Conte  
CHAIRMAN

JAC/t

Third floor -- 1005 Walnut Street

March 4, 1939

FROM: E. W. Smith

TO: John L. Sunday, Manager  
Property Records Division

SUBJECT: Transfer of items on books of  
Philadelphia Electric Company  
Files #1-1607, 1608, 1610, 1611, 1612, 1613, 1615,  
1616, 1617, 1624, 1625, 1632, 1637, 1643, 1644, 1649,  
1690

Will you please arrange to transfer the following amounts  
which are charged to the temporary work order pending the final  
determination of the proper capital authorization to be charged.  
These amounts should be transferred on the books of Philadelphia  
Electric Company as follows:

debit:

1607-161

92,844.84

1610-161

(6-1607) 1937 Dec. Cash Journal Entry	4.50
(6-1608) 1938 March Cash Journal Entry	7.50
(6-1610) 1937 Nov. Cash Journal Entry	4.50
(6-1612) 1937 Dec. Cash Journal Entry	10.50
(6-1613) 1937 Dec. Cash Journal Entry	6.50
(6-1615) 1938 August Cash Journal Entry	12.75
(6-1616) 1938 April Cash Journal Entry	1.90
(6-1624) 1937 Oct. Cash Journal Entry	4.50
(6-1625) 1938 Cash Journal Entry (July)	15.00
(6-1632) 1938 Feb. Cash Journal Entry	5.50
(6-1637) 1938 May Cash Journal Entry	4.50
(6-1643) 1938 Nov. Cash Journal Entry	5.50
(6-1649) 1938 Oct. Cash Journal Entry	1.20

Total 92,935.00

credit:

1610-161

(6-1601) 1931 voucher #2000	964.75
1931 voucher #	100.00
1938 Nov.	191.00



March 6, 1959

(6-1609)	1956 May	9.00
	1957 Petty Cash (May)	10.00
	1958 Voucher A-3211	7,062.00
	1958 Voucher A-3213	27.50
	1958 Feb.	843.00
(6-1610)	1957 Voucher A-4388	1,276.40
	1957 Petty Cash (June)	10.00
(6-1611)	1957 Voucher A-3512	105.00
	1958 Petty Cash (Jan.)	5.00
	1958 Petty Cash (May)	5.00
(6-1612)	1957 Petty Cash (March)	20.00
	1957 Petty Cash (July)	10.00
	1957 Voucher L-8727	14,837.45
	1958 Feb.	215.00
(6-1613)	1957 Petty Cash (March)	10.00
	1957 Voucher L-2786	5,014.10
	1958 Feb.	215.00
	1959 March	125.00
(6-1615)	1957 August	125.00
	1958 Voucher A-473	20,346.50
	1959 March	125.00
(6-1616)	1957 Voucher A-508	10.00
	1957 Voucher A-506	10.00
	1957 Voucher A-507	10.00
	1957 Voucher A-502	801.59
	1958 Feb.	215.00
	1958 April	27.50
(6-1617)	Petty Cash (Oct.) 1957	6.75
(6-1624)	Petty Cash (April) 1957	10.00
	1957 Voucher A-5887	1,064.15
(6-1625)	1957 Voucher (June)	150.00
	1957 Voucher A-579	1,000.00
	1958 April	150.00
	1958 Voucher F-2891	21,690.50
(6-1630)	1957 Voucher A-6325	10.00
	1958 Voucher A-6327	1,977.60
	1958 Feb.	153.00
(6-1637)	1957 Petty Cash (Oct.)	10.00
	1958 Voucher (April)	200.00
	1958 Voucher L-1730	457.55

John L. Sunday

-3-

March 6, 1959

(6-1643)	Netty Cash (July)	10.00
	1958 Voucher A-4117	6,141.40
	1958 October	15.00
(6-1644)	1957 Netty Cash	10.00
(6-1649)	1957 Netty Cash (Nov.)	10.00
	1958 April	150.00
	1957 Voucher A-415	2,091.20
(6-1650)	1958 Voucher A-1295	10.00
	1958 Voucher A-610	11.00
	1958 Netty Cash (Oct.)	1.00
Total -		892,915.00

*R. H. L.*

Real Estate Department

M. S. J. H.

**DARBY 001300**

Ph. # J-5847  
9/27/57

September 25, 57

COMMONWEALTH LAND TITLE INSURANCE COMPANY

ONE THOUSAND SIX HUNDRED SIXTY-FOUR AND 75/100- - - - - 1,664.75

Balance of funds required for the purchase in fee of a lot of ground containing 112.98 perches situate between Calcon Hook Road and the Darby Creek in Darby Township, Delaware County, Pa. from Walter L. Hewes.

File PE-1624

(Please send check to H. J. McQuiston, 3rd floor, 1008 Walnut St.)

349950-101

6-1624

\$1664 75 ✓

Third Floor -- 1008 Walnut Street

October 7, 1957

FROM: R. W. Smith  
TO: C. Winner, Treasurer  
SUBJECT: Files PE-1624, PE-3822 and W-7362

Herewith are three (3) checks of Commonwealth Land Title Insurance Company to the order of H. J. McQuiston, Agent, and endorsed by him to Philadelphia Electric Company for commissions on title insurance secured in connection with the acquisition of a lot of ground situate on Calcon Hook Road in Darby Township, Delaware County, Pa.; another for the acquisition of ground situate in Birmingham Township, Chester County, Pa. and the other in connection with a right of way and easement across property situate on College Avenue in West Chester Borough, Chester County, Pa. The amount of these checks should be credited on the books of Philadelphia Electric Company as follows:

W.O. 349950-101 (6-1624)	\$4.50 ✓
C.A. 214502-101	\$4.50
C.A. 753406-101 (4W-7362)	\$4.50

Will you please acknowledge receipt of these checks on the enclosed carbon copy of this letter.

*R. W. Smith*  
Real Estate Department

RWS:jtd  
Enclosures (3)  
cc H. J. McQuiston

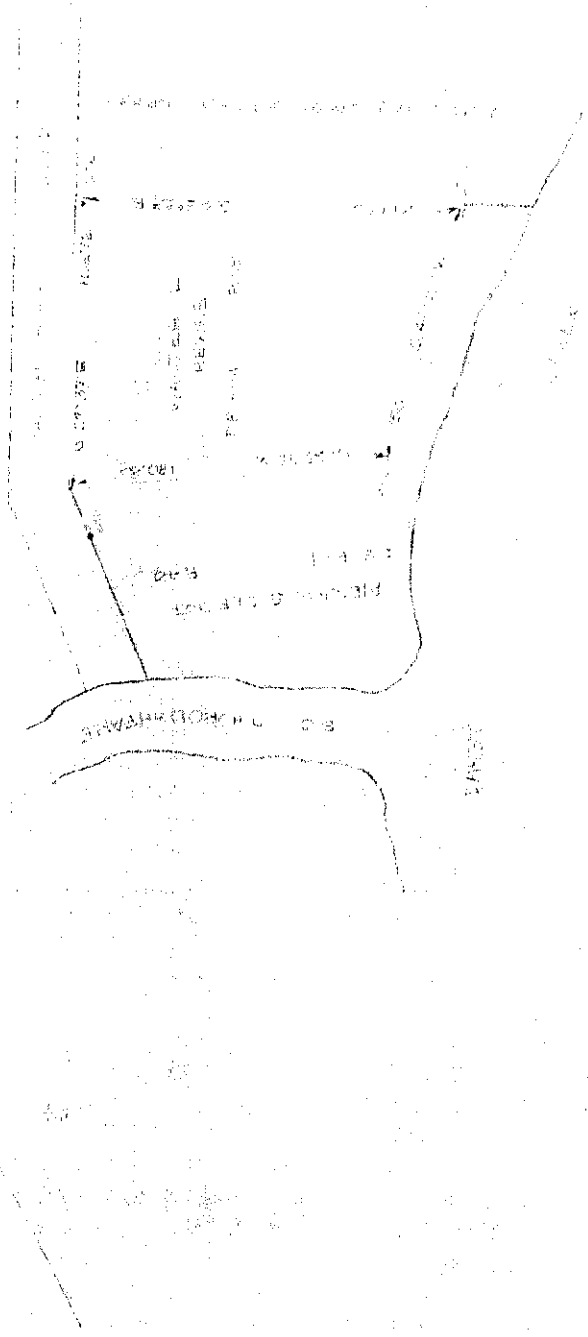
RECEIPT IS ACKNOWLEDGED OF THREE  
(3) CHECKS AT \$4.50 EACH.

*J. W. Smith*  
Assistant Treasurer

*10/8/57*  
Date

PE 1634  
PE 1637

LATENCY TIME  
DELTA/AVG DELTA  
DELTA/AVG  
DELTA/AVG  
DELTA/AVG



NOTE: NO RECORDS ON ROAD 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

WHEREAS, the undersigned is the owner of premises situate in the Township of Darby, County of Delaware, Commonwealth of Pennsylvania, described in Deed dated the 10th day of August in the year 1910, recorded in the Office of the Recorder of Deeds of said County and State, in Deed Book No. F-14 at page 119 &c.

NOW THIS OPTION AGREEMENT WITNESSETH, That in consideration of the sum of TEN DOLLARS (\$10.00) paid to the undersigned, the receipt whereof is hereby acknowledged, the undersigned (hereinafter referred to as "Seller") hereby gives unto PHILADELPHIA ELECTRIC COMPANY (hereinafter referred to as "Buyer"), the option, to be exercised as hereinafter provided at any time within 180 days after the date hereof, of purchasing for the price or sum of \_\_\_\_\_

All That Certain lot or piece of ground situate in said Township, County and Commonwealth aforesaid, described as follows:

BEGINNING at a point on the easterly side of Hay Island (Calson Hook Road) in line of ground now or late of Wm. D. H. Serrill and extending thence along last mentioned ground, crossing the line of old bank S. 62° 23' E. 218 feet more or less to a point in the westerly bank of Darby Creek; thence along said bank S. 42° 27' W. 150 feet more or less to a point in line of ground now or late of said Wm. D. H. Serrill; thence along last mentioned ground N. 69° 15' W. 181 feet, more or less, to a point in the said easterly side of Hay Island (Calson Hook Road) and thence along the easterly side of said road N. 27° 37' E. 167 feet, more or less to the point and place of beginning.

It is further understood and agreed that:

1. Buyer is granted the right to make surveys of said piece of ground during the option period, and, upon exercise of the option, shall have the right to immediate possession of said piece of ground.

2. This option may be exercised at any time before the expiration thereof by notice delivered personally or mailed by registered mail to \_\_\_\_\_ the representative of Seller, at \_\_\_\_\_. Seller hereby certifies that the above is the correct name and post-office address of their representative to whom he desires and directs Buyer to mail or deliver all notices and payments pertaining to this agreement.

3. Upon the exercise of this option it shall be and become an Agreement of Sale between Seller and Buyer, and settlement shall be made upon the following terms and conditions:

(a) Settlement to be made at a convenient place designated in said notice, within sixty (60) days from the date of said notice.

(b) Upon the payment of the purchase price, less the amount paid for this option, Seller shall execute and deliver a Deed conveying to Buyer said piece of ground in fee simple, free and clear of all liens and encumbrances. The Deed shall be prepared by Buyer and acknowledged, stamped and recorded at Buyer's expense.

4. This agreement shall be binding upon and inure to the benefit of the executors, administrators, heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Seller has hereunto set his hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1957.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Walter L. Haves (SEAL)

\_\_\_\_\_  
(John [unclear] if any) (SEAL)

May 1957

X

Darby

Delaware

All That Certain lot or piece of ground situate in said Township, County and Commonwealth aforesaid, described as follows:

BEGINNING at a point on the easterly side of Hay Island (Calcon Hook Road) in line of ground now or late of Wm. D. H. Serrill and extending thence along last mentioned ground, crossing the line of old bank S.  $62^{\circ} 23'$  E. 218 feet more or less to a point in the westerly bank of Darby Creek; thence along said bank S.  $42^{\circ} 27'$  W. 150 feet more or less to a point in line of ground now or late of said Wm. D. H. Serrill; thence along last mentioned ground N.  $69^{\circ} 15'$  W. 181 feet, more or less, to a point in the said easterly side of Hay Island (Calcon Hook Road) and thence along the easterly side of said road N.  $27^{\circ} 37'$  E. 167 feet, more or less to the point and place of beginning, more particularly shown in red on the blueprint plan hereto attached.

A SURVEY WILL BE FURNISHED.

Walter L. Hewes

Walter L. Hewes

August 10, 1910

File

xx

119

Philadelphia Electric Company

1000 Chestnut Street  
Philadelphia 5, Penna.

Agent

PE-1624

DARBY 001305



Third Floor - 1008 Walnut Street

ORIGINAL  
1959

December 5, 1959

FROM: R. W. Smith

TO: John L. Smith, Director  
Property Section

SUBJECT: Transfer of items on the books of  
Philadelphia Police Department  
Files 614507-101, 102, 103, 104, 105,  
106, 107, 108, 109, 110, 111, 112,  
113, 114, 115, 116, 117, 118, 119, 120

On March 6, 1959, we forwarded you a letter requesting  
transfer of several amounts of items on the books of  
the subject above from the Philadelphia Police Department  
614507-101 which items are listed on the attached. The items should  
have been sent to the Philadelphia Police Department.

Will you please advise us how this correction was  
prior to the end of this year.

RWS:jtd

ACQUISITION OF GROUND FOR  
DARBY CREEK  
(EDDYSTONE-LANERCH 132 KV)

TRANSMISSION LINE RIGHT OF WAY

October 7, 1937  
File: PE-1624  
PE-1617✓

Philadelphia Electric Company, by Deed dated October 2, 1937, (final settlement October 4, 1937) acquired from Walter L. Jones, Widener, an unimproved parcel of ground situated on the southeast side of Eddystone Creek Road north of Big Darby Creek containing in front on Eddystone Creek Road 100.75' and extending irregularly to depth 217.95' on the north line and 180.85' on the south line in Darby Township, Delaware County, Pennsylvania, and more particularly shown outlined in red crayon on the blueprint plan hereto attached.

Philadelphia Electric Company, by Deed dated May 13, 1937, acquired from Longwood Foundation, Inc., all of its right title and interest of, in, and to the marsh or flats adjoining the first above described parcel of ground on the east and southerly sides thereof in Darby Township, Delaware County, Pennsylvania, and more particularly shown outlined in yellow crayon on the plan hereto attached.

*H. J. MacKison*  
H. J. MacKison  
Real Estate Agent

HCO:ede

Attachment

Rt. #1 K.M. Irwin,  
for your files  
(2 plans)

Rt. #2 W.H. Jones  
R.M. Godwin  
R.R. MacKay, Jr.  
for your files

Rt. #3 E.B. Shew,  
for your files

Rt. #4 G.S. VanAntwerp  
H. MacVaugh  
C. W. Iles  
J. VanName

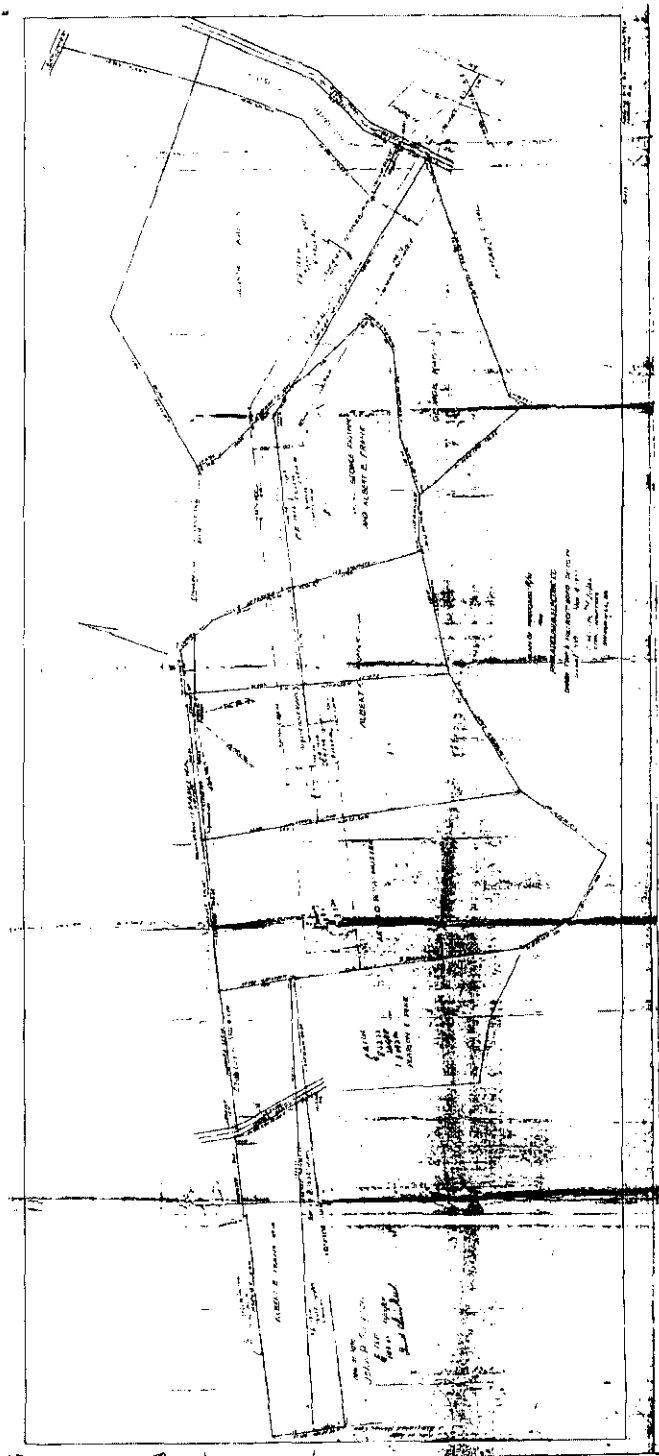
Rt. #5 J.B. Murray,  
for your files

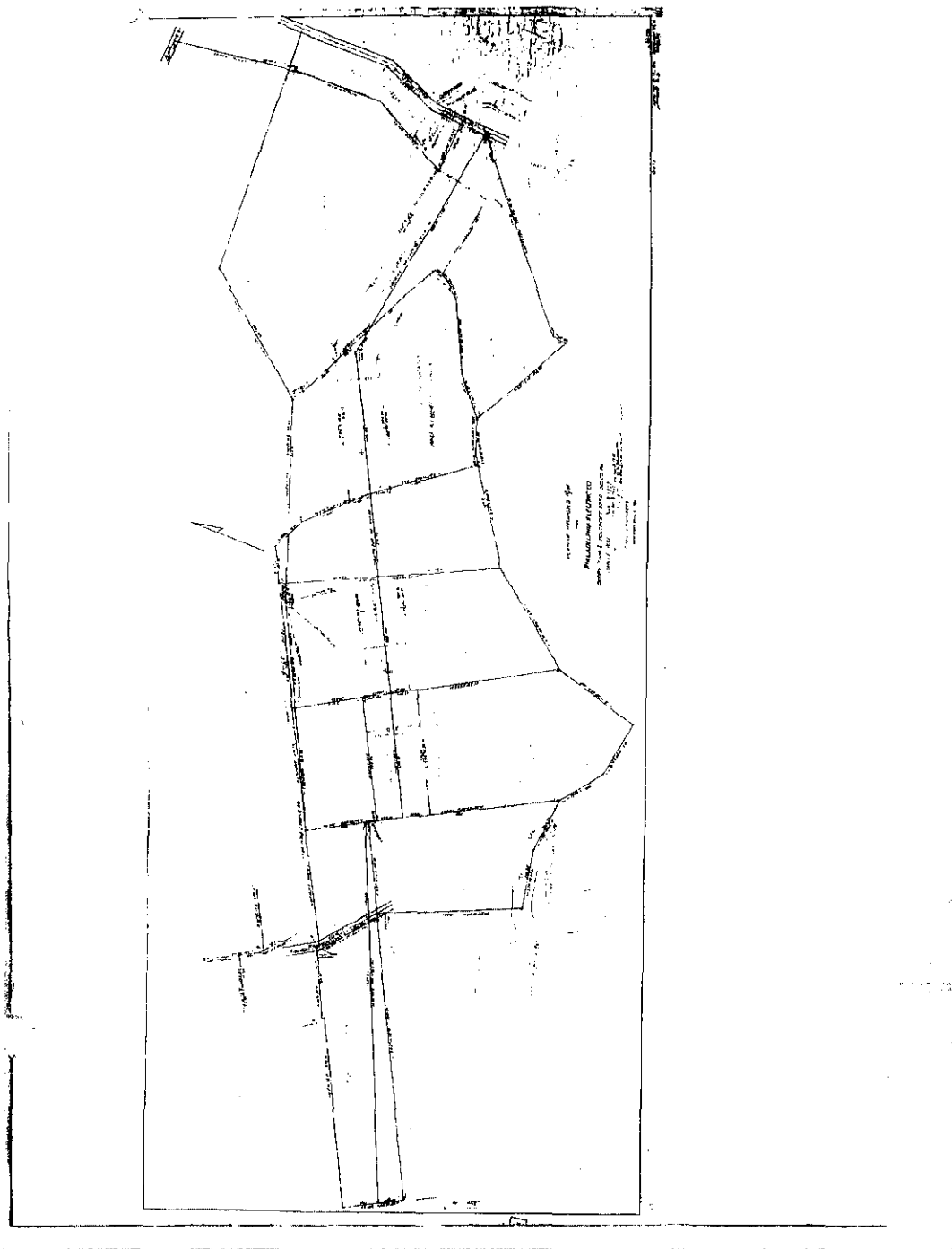
Rt. #6 E. W. Carson  
F. B. Reiter, Jr.  
For your files  
(2 plans)

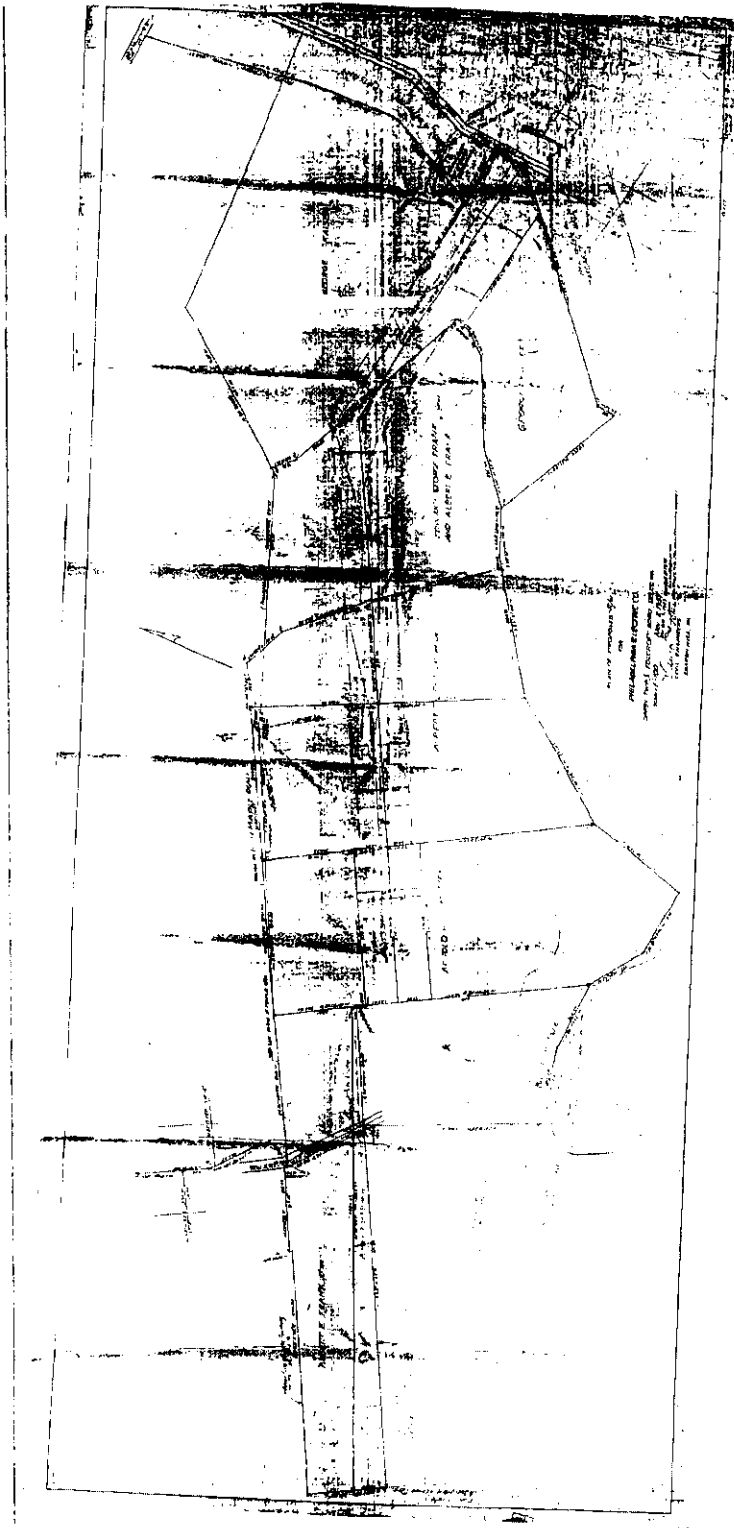


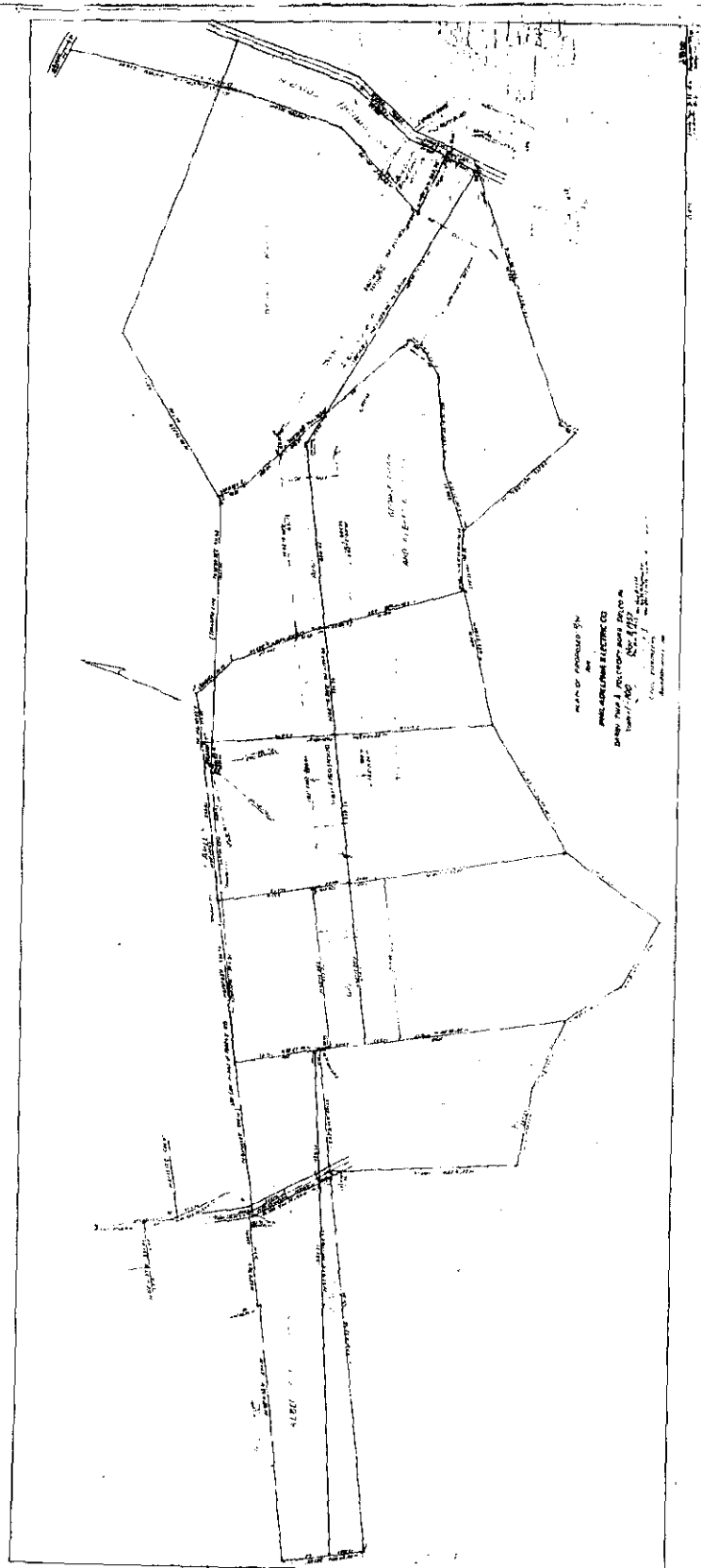
REAL 1 PE-1614 1960  
Arnold W. Rasmussen, etux







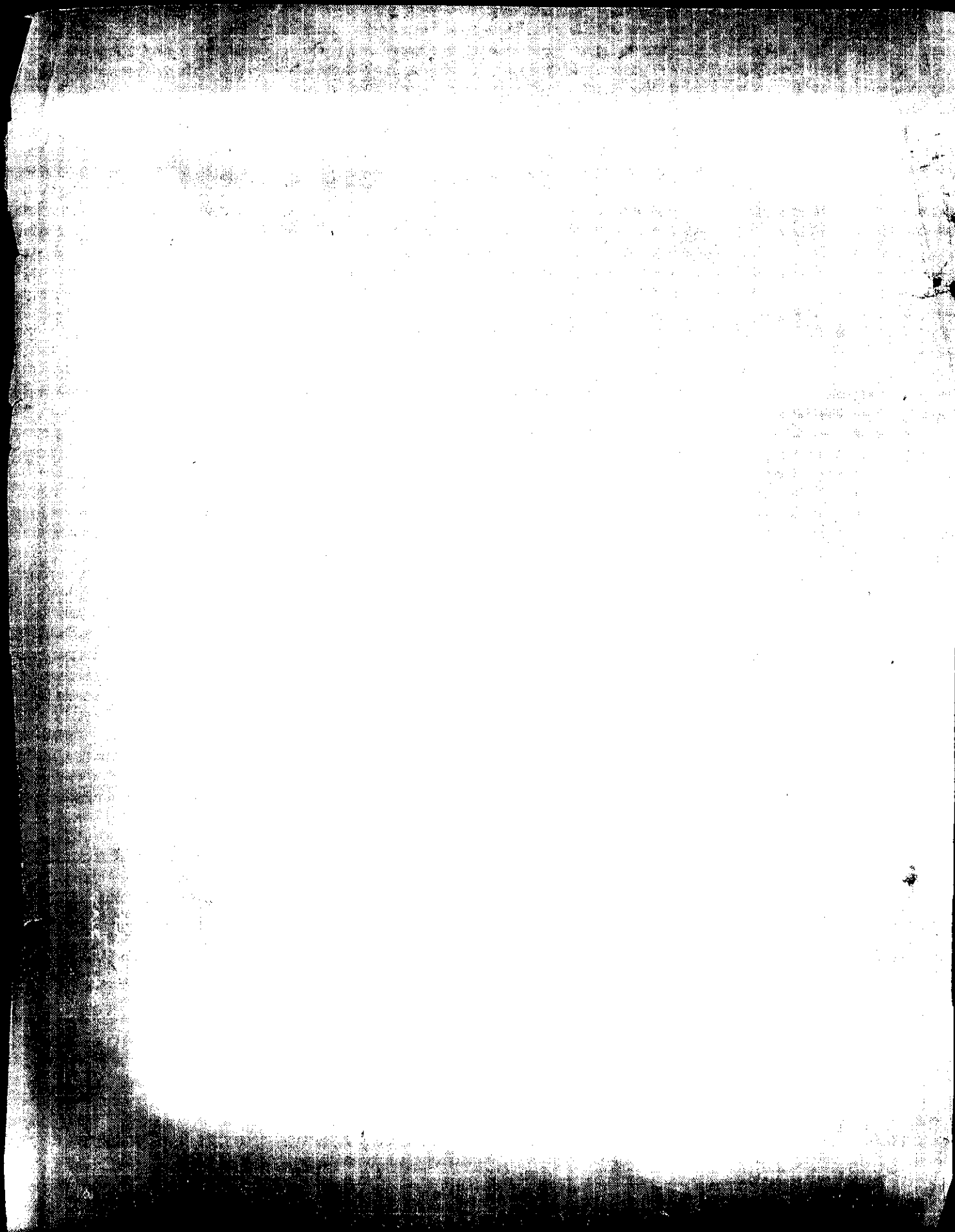


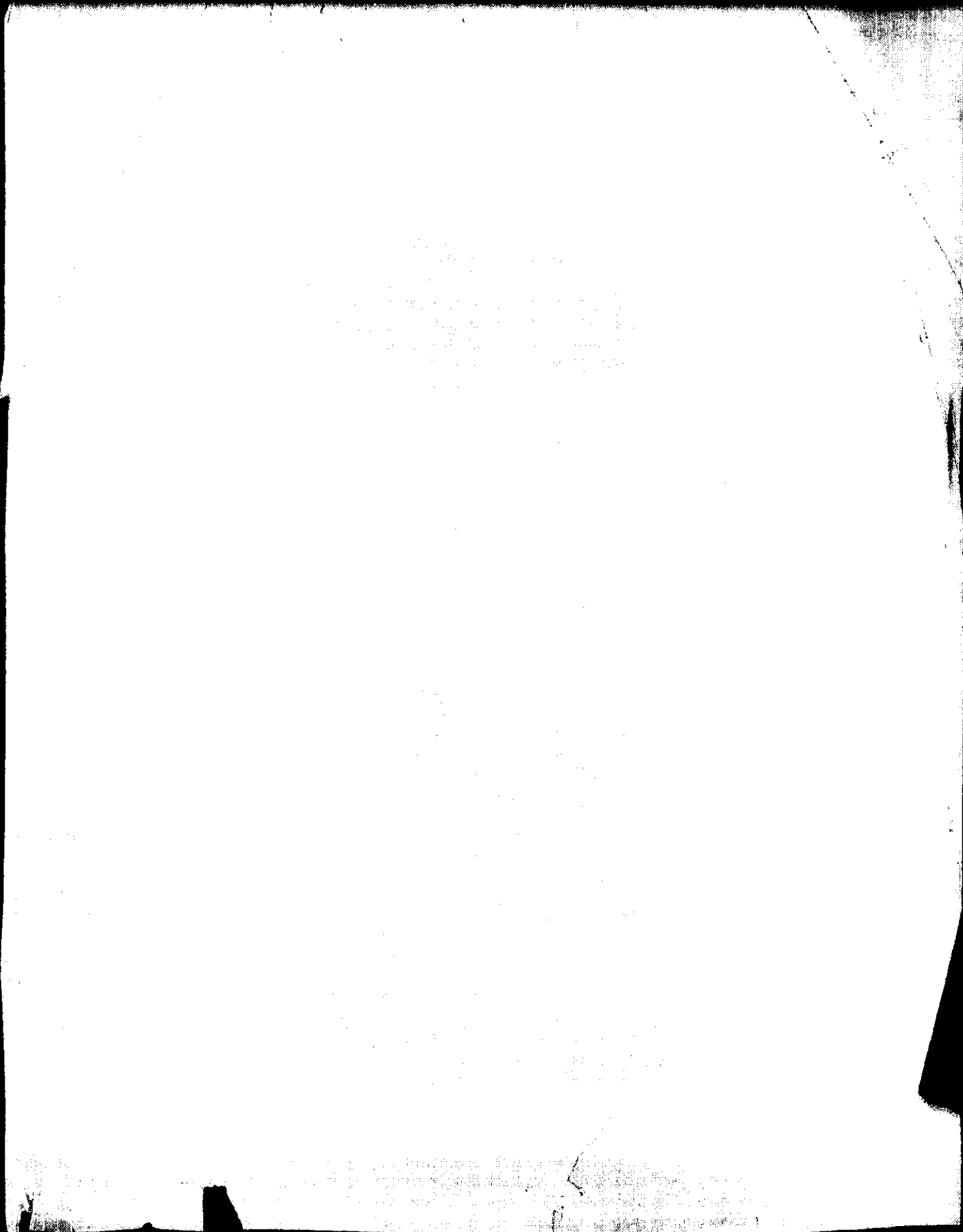




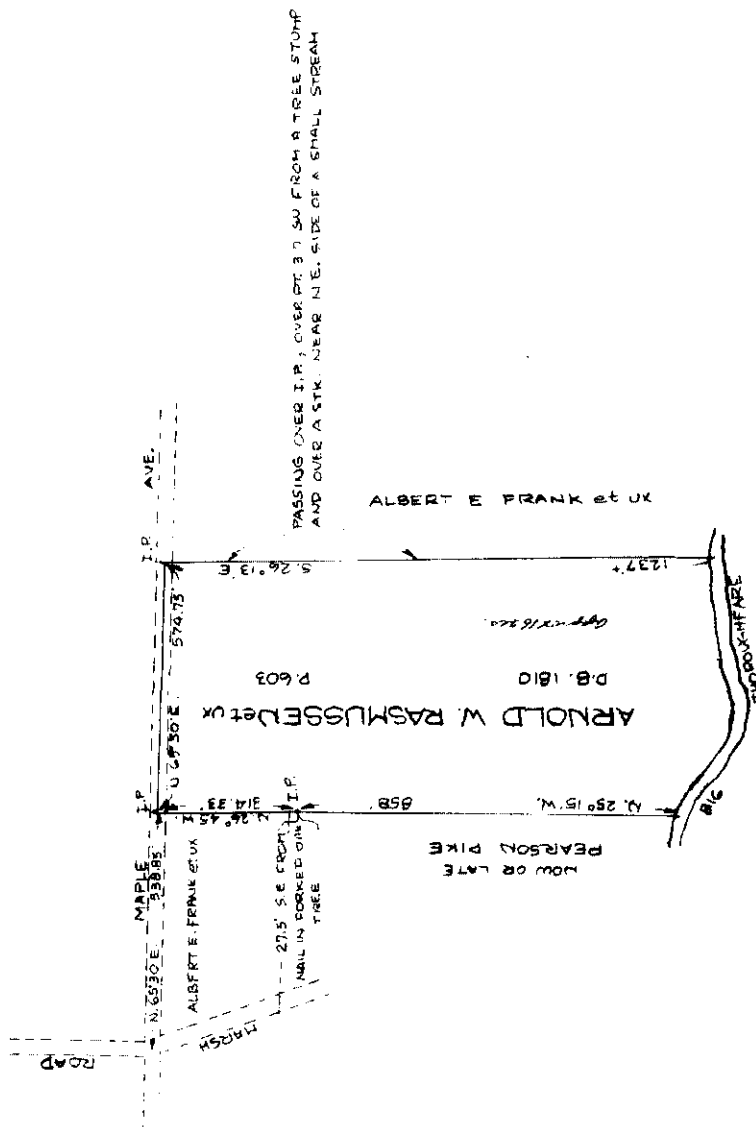








FOLCROFT BORO  
DELAWARE COUNTY  
PENNA.  
SCALE 1" = 400'



January 26, 1960

SUBJECT: File PE-1614


Mr. and Mrs. Arnold W. Rasmussen  
1817 Delmar Drive  
Folcroft, Pennsylvania

Dear Sir and Madam:

Under date of November 24, 1959, you granted Philadelphia Electric Company the option for a period of one hundred twenty days (120) from that date of purchasing an unimproved strip of your property situate in Folcroft Borough, Delaware County, Pennsylvania.

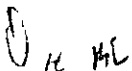
This letter is to notify you that we hereby exercise said option thereby converting same into an Agreement of Sale between you and this Company. We shall arrange to complete settlement within sixty (60) days from the date of this letter at a convenient place and time. This will be arranged with you after we prepare the documents necessary to complete the transaction and forward them to you.

Very truly yours,

  
H. J. McQuiston  
Real Estate Agent

HGL:jtb

SENT REGISTERED MAIL  
RETURN RECEIPT REQUESTED



DARBY 001318

WHEREAS, the undersigned (hereinafter called "Sellers") are the owners of premises situate in ~~Delmar Drive~~ Folcroft Boro., County of Delaware and Commonwealth of Pennsylvania, comprising approximately 18 acres of ground, described in Deed dated the 10th day of September in the year 1956, and recorded in the Office of the Recorder of Deeds of said County, in Deed Book No. 1810, at page 603 &c.

Nov 6  
Dec 31  
Jan 31  
Feb 28  
Mar 31  
1-0

NOW THIS OPTION AGREEMENT WITNESSETH, That in consideration of the sum of TEN DOLLARS (\$10.00), the receipt wherof is hereby acknowledged, the Sellers hereby grant to PHILADELPHIA ELECTRIC COMPANY (hereinafter called "Buyer"), the option, to be exercised as hereinafter provided at any time within 120 days after the date hereof, of purchasing for the price or sum of \$7,500.00 All That Certain 250 foot wide strip of the above recited premises, more particularly shown outlined in red crayon on the plan attached hereto and made a part hereof.

RESERVING unto Sellers, their heirs and assigns (for so long as they or any of them shall own ground adjoining said strip of ground on both sides) for the use of said Sellers, their heirs and assigns, tenants and occupiers of said ground, the right to cross at grade over said strip of ground at such convenient place or places as may be mutually agreed upon, said right to cross to be subject to the construction, erection, operation and maintenance by Buyer, its successors and assigns, of facilities or structures for its or their corporate purposes without liability in any manner to Sellers, their heirs and assigns.

TOGETHER with the right, as often as Buyer shall deem necessary, to cut down and remove from the premises of Sellers adjoining said strip of ground any trees which may endanger the safety, interfere with the use of, or be a menace to any facilities or structures which may now or in the future be maintained by Buyer upon said strip of ground, also the right of ingress and egress to and from the said strip of ground.

It is further understood and agreed that:

1. Buyer is granted the right to make surveys of said strip of ground during the option period, and, upon exercise of the option, shall have the right to immediate possession of said strip of ground.

FC  
1-6/59  
2. Buyer shall reimburse Sellers for any damage caused by Buyer or its representatives to crops planted before the date hereof and not harvested before Buyer takes possession.

3. Buyer shall permit Sellers to use the said strip of ground for grazing, cultivation or other agricultural pursuits, not to include planting of trees or shrubbery, under a form of License satisfactory to counsel for Buyer.

4. Neither party shall be obligated to construct or maintain any fences along said strip of ground, but with respect to existing fences across said strip of ground which Buyer may find it necessary to open for access, immediate repairs shall be made by Buyer, or in lieu of such repairs, Buyer may install a gate.

5. This option may be exercised at any time before the expiration thereof by notice delivered personally or mailed by registered mail to the undersigned at

1810 DELMAR DRIVE FOLCROFT, PA

6. Upon the exercise of this option it shall be and becomes an Agreement of Sale between Sellers and Buyer, and settlement shall be made upon the following terms and conditions:

(a) Settlement to be made at a convenient place designated in said notice, within sixty (60) days from the date of said notice.

(b) Upon the payment of the purchase price, Sellers shall execute and deliver a Deed conveying to Buyer said strip of ground in fee simple, free and clear of all liens and encumbrances, together with the rights hereinabove mentioned. The Deed shall be prepared by Buyer and acknowledged, stamped and recorded at Buyer's expense.

7. This agreement shall be binding upon and inure to the benefit of the executors, administrators, heirs and assigns of the Sellers.

IN WITNESS WHEREOF, Sellers have hereunto set their hands and seals on this 24TH day of NOVEMBER A.D. 1959.

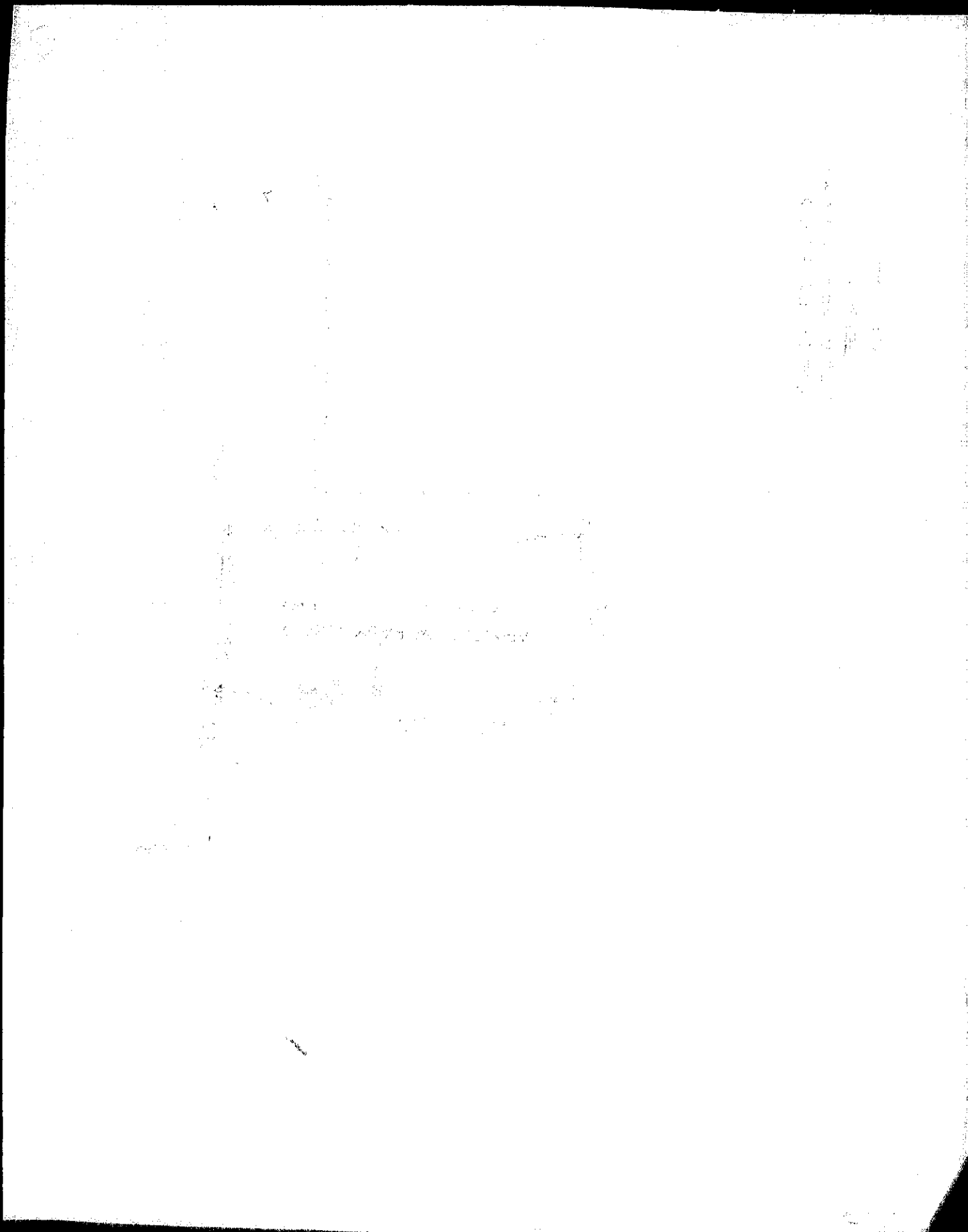
Signed, sealed and delivered  
in the presence of:

Robert E. Mumford

(Seal) Arnold W. Rasmussen (SEAL)  
Arnold W. Rasmussen

\_\_\_\_\_

Carol A. Rasmussen (SEAL)  
Carol A. Rasmussen





410  
125  
285

490  
125  
365

Arnold Rosenberg

✓ 10-1-54 } cont 18.5 ac &  
10-1-54

✓ Arnold W. Rosenberg  
✓ Carl A. Rosenberg  
9-10-54 to 10-1-54

Brought David to  
9-10-54



Head

K...

(... .. follower),

... .. and Carol A. his wf.,

... ..

... ..

L 0010 J-3090

... ..  
... ..  
... ..  
... ..  
... ..  
... ..

1 PM

... .. tract or piece of ld., situate in Twp. of ... ..  
... .. according to a survey made by ... ..  
... .. as follows:

... .. in the middle of Marsh Lane, also called ... ..  
... .. measured N. 65° 30' E. ... ..  
... .. of sd. middle line of Marsh Lane ... ..  
... .. a corr. of lds. of Carl A. ... ..

... .. of sd. Marsh Lane N. 65° 30' E. ... ..  
... .. of Samuel Myers;

... .. and passing over an iron pipe, and over ... ..  
... .. from a tree stump and over a sill, and the ... ..  
... .. and 2 diagonally across sd. stream, to ... ..  
... .. in the middle of Thoroughfare Creek;

... .. of sd. Creek 836' to pt.

... .. of another branch of sd. Creek in a N.W. only direction

... .. passing over a ... ..

... .. of a ... .. N. 210° 15' E. ... ..  
... .. of Carl A. ... ..

... .. of a ... ..

... .. of the place of ... ..

... .. by Carl A. ... ..  
... .. Thervald ... ..

Plotted

REPORT OF SETTLEMENT


PURCHASE BY PHILADELPHIA ELECTRIC COMPANY FROM ARNOLD W. RASMUSSEN, ET UX  
PREMISES: REAR SOUTHEAST SIDE OF MAPLE ROAD, FOLCROFT BOROUGH, DELAWARE  
COUNTY, PENNSYLVANIA  
CONTAINING 3.2964 ACRES MORE OR LESS  
FILE PE-1614

Settlement in the above matter was made Thursday, February 11, 1960 at 11:30 a.m. in the office of Commonwealth Land Title Insurance Company, 407 Market Street, Chester, Pennsylvania. Those present were Mr. and Mrs. Arnold W. Rasmussen, the sellers, Mr. C. G. Daley, settlement clerk and the undersigned.


Attached are the following:

1. Filled in skeleton copy of Deed
2. Marked up title report
3. Sheet showing disbursement of consideration
4. Fully executed License for cultivating, grazing, etc.
5. Check for \$7.50 broker's title commission

1960 taxes were not paid and the sellers waived any reimbursements when the bills are paid later in the year.

  
H. M. Schenk  
Real Estate Department  
February 11, 1960

HMS:amd  
Attachments

  
4/1/60  
HE A.H.D.  
Res file

# Commonwealth Land Title Insurance Company

No. C-10749-M

PHILADELPHIA, November 25th, 19 59

The premises endorsed hereon are subject to the following items, which will be excepted in the policy unless removed:

MORTGAGES	None.
TAXES 1960 EXCEPT	Receipts for all taxes for years 1956, 1957 & 1958 must be produced. Taxes due for current year 1959 REMOVED
WATER RENTS REMOVED	Possible unpaid bills; no liability is assumed.
SEWER RENTS REMOVED	Receipts for sewer rents for years 1954 to 1958 Incl must be produced. Sewer rents due for current year 1959.
MECHANICS AND MUNICIPAL CLAIMS REMOVED	None. Liability for any unfiled Mechanics Liens and Municipal Claims that may be filed for work done or ordered to be done.
JUDGMENTS	None.
OBJECTIONS REMOVED	Proof that Arnold W. Rasmussen and Carol A. his wife Grantees in Deed recorded in Deed Book 1810 pg. 603 are the same persons as the proposed Grantors.
EXCEPT 2 B- REMOVED	Rights granted the National Transit Co; as in Deed Book L-9 pg. 351 (attached
EXCEPT D- REMOVED	Survey must be produced; subject to any additional objections which an examination of the same may disclose.
EXCEPT INSTRUMENTS TO BE PRODUCED AND RECORDED Insured	Premises in question is an interior lot, having no frontage on any street, road or lane; right of any definite ingress, regress or egress not Insured.  RESERVATION AND CONDITION AS IN DEED TO INSURED DEED: Arnold W. Rasmussen and Carol A., his wife to Philadelphia Electric Company dated 4/11/60 recorded
RECEIVED	Being part of the same premises which Thorvald Rasmussen, Widower by Deed dated September 10, 1956 and recorded at Media, Delaware County in Deed Book 1810 pg. 603 granted and conveyed unto Arnold W. Rasmussen and Carol A., his wife
EXCEPT REMOVED	Possible additional assessment for school taxes under Act of Jan. 14, 1952, P.L. 1944, relating to 3rd and 4th Class School Districts, or township taxes under Act of July 1, 1955, P.L. 246, relating to 1st Class Townships. Any variation in location or dimensions and any other objections and easements which a survey for conveyance purposes would disclose or which are visible on the ground. Proof that no work has been done or ordered to be done, or materials ordered or supplied, for which a lien may be filed. Rights of parties in possession and terms of any unrecorded lease or agreement of sale. Subject to the payment of state and local real estate transfer taxes. Proof that all parties in this transaction are of full age and legally competent. Proof that this transaction is not within the Bankruptcy or Insolvency Acts. Information relating to street improvements, except where the improvement is completed, for which a lien can be filed, not being within the scope of title insurance, is not certified.
PRODUCE TAX, WATER AND SEWER RENT BILLS OR RECEIPTS FOR CURRENT YEAR.	

When the transaction is settled and the papers recorded (which recording should be done by the Company), a Policy of Insurance of this Company will be issued for \$ in conformity with application and this marked up Report.

*William C. Hall*  
ASST. VICE PRESIDENT

DELAWARE COUNTY

RIGHT OF WAY: William H. Harrison, Sr. and Lissie F. Boon  
to

National Transit Company

Dated: 4/24/1896 Recorded: 3/18/1897 Deed Book L-9 Page 351

GRANTING the right of way to construct, maintain, and operate a telegraph line over and through our lands in Darby Township, County of Delaware, State of Pennsylvania bounded and described as follows:

BEING 20 acres more or less, bounded West by lands of Annie Pike and Estate of Perry Pike, North by private road, East by lands of the late Geo. S. Urian, and on the South by the Thoroughfare, and also 32 acres in same Township, bounded West by lands of Alfd. Matthews, North by lands of Wm. Urian, East by Tribet Avenue and lands of Isaac Horne and South by the Thoroughfare with ingress and egress to and from the same.

The said Grantors to fully use and enjoy the said premises except for the purpose heretofore granted to the said National Transit Company, which hereby agrees to pay any damages which may arise to crops or fences from the laying, maintaining or operating of said telegraph lines; said damages, if not mutually agreed upon, to be ascertained and determined by 3 disinterested persons, 1 thereof to be appointed by the said Grantors heirs or assigns; 1 by the said National Transit Company, its successors or assigns, and the 3rd by the 2 so appointed as aforesaid, and the award of such 3 persons or any 2 of them, shall be final and conclusive, the said line of telegraph to be erected over and upon said land along the shore line of same at or near the water line at high tide.

It is hereby understood and agreed that where this land is reclaimed the said line of telegraph is to be removed to its old or present route.

DEED BOOK L-9 PAGE 351

RECORDED 3/18/1897



BLOCK

LOT

APPL. NO.

G 10719 X

**PREMISES:**  
ALL THAT CERTAIN 250 feet wide strip of ground, Situate in Folcroft Borough, Delaware County, Pennsylvania, more particularly shown outlined in red crayon on the blueprint plan hereto attached.

TOGETHER with the right as often as the Grantee, its successors and assigns shall deem necessary, to cut down and remove from the premises adjoining the above described strip of ground on either side thereof any trees which may endanger the safety, interfere with the use of, or be a menace to any facilities or structures which may now or in the future be constructed, erected, operated or maintained by the said Grantee, its successors and assigns, upon above described strip of ground.

ALSO TOGETHER with the right of ingress and egress to and from the above described strip of ground.

RESERVING, however, unto the said Grantors, their heirs and assigns (for so long as they or any of them shall own land adjoining above described strip of ground on both sides thereof) for the use of said Grantors, their Heirs and Assigns, tenants and occupants of said adjoining land, the right to cross at grade over above described strip of ground at such convenient place or places as may be mutually agreed upon ~~SUBJECT~~, however, to the construction, erection, operation and maintenance by the said Grantee, its successors and assigns, of facilities or structures for its or their corporate purpose in, on, along, and under the above described strip of ground without liability in any manner to said Grantors, their Heirs and Assigns.

Borough of Folcroft  
Delaware County, Pa.

## Title Report

G 10719 X

### Commonwealth Land Title Insurance Company

Main Office:  
1510 WALNUT STREET  
PHILADELPHIA 2, PENNA.

Send a copy of this Report to the Grantor  
or his attorney so that all objections may be  
presented to the undersigned notary.



CERTIFICATE NO. C-10749-M

DESCRIPTION

ALL THAT CERTAIN strip or parcel of ground, situate in the Borough of Felcroft, County of Delaware, Commonwealth of Pennsylvania, bounded and described in accordance with a survey and plan thereof made by Damon & Foster, Civil Engineers, Sharon Hill, Pennsylvania, dated November 11, 1937, and last revised December 17, 1939, as follows:

BEGINNING at a monument set in line dividing ground of Arnold W. Rasmussen, et ux, and ground of Philadelphia Electric Company, said point being at the three (3) following courses and distances measured from the intersection of the title line in the bed of Maple Road (33' wide), produced southwesterly, and the middle line of March Road (33' wide): (1) along the title line within the bed of Maple Road, N. 61° 13' 17" E. 540.18' to a point; (2) leaving Maple Road, and along the line dividing ground now or late of Albert E. Frank, et ux, and ground of Philadelphia Electric Company from ground of Arnold W. Rasmussen, et ux, S. 30° 27' 50" E. 214.38' to a point and (3) along the line dividing ground of Philadelphia Electric Company and ground of Arnold W. Rasmussen, et ux, S. 20° 37' 58" E. 20.97' to the point of beginning and extending thence from said point of beginning through ground of Arnold W. Rasmussen, et ux, of which this is a part, N. 62° 15' 20" E. 572.26' to a monument set in line of ground now or late of Albert E. Frank, et ux; thence partly along the last mentioned ground, ground of Philadelphia Electric Company and partly along other ground of Albert E. Frank, et ux, S. 29° 30' 30" E. 250.18' to a point; thence through said ground of Arnold W. Rasmussen, et ux, on a line parallel with the first above described course and distance S. 62° 15' 20" E. 576.48' to a point in line of ground of Philadelphia Electric Company and thence along the last mentioned ground N. 20° 37' 58" E. 250.06' to the first mentioned point and place of beginning.

CONTAINING 3.2966 acres, more or less.

★  
ALSO TOGETHER with the right of ingress and egress to and from the above described strip of ground.

RESERVING, however, unto the said Grantee, their heirs and assigns (for so long as they or any of them shall own land adjoining above described strip of ground on both sides thereof) the use of said Grantee, their heirs and assigns, tenants and occupants of said adjoining land, the right to grade at grade over above described strip of ground at such convenient place or places as may be mutually agreed upon, SUBJECT, however, to the construction, erection, operation and maintenance by the said Grantee, its successors and assigns, of facilities or structures for its or their corporate purpose in, on, along, and under the above described strip of ground without liability in any manner to said Grantee, their heirs and assigns.

\* TOGETHER with the right, as often as the Grantee, the assignee and assignee shall, when necessary, to cut down and remove from the premises, or from any part thereof, any strip of ground on either side thereof any trees which may encroach the right, together with the use, of, or be a nuisance to any facilities or structures which may now or in the future be constructed, erected, opened or maintained by the said Grantee, the assignee and assignee, upon above described strip of ground.

# COMMONWEALTH LAND TITLE INSURANCE COMPANY

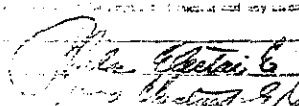
No. C 19749 M. Date 7/1/60  
 Seller ARNOLD W. RASMUSSEN 100 CAROL A Office CHESTER PA  
 Purchaser PHILA ELECTRIC CO. Clerk C. C. DALRY  
 Promises with Township FALCROFT 000 DEL & PA Applicant H. J. MC QUINN ABY  
 County and State

Consideration	7500	
Taxes for Current Year		
Water and Sewer Rents		
Rent		
Acknowledgement of Deed	1	7501
Paid on Account		
Taxes for Current Year <u>(NO ADT IN VERT.)</u>		
Water and Sewer Rents		
Rent		
Balance Due Seller		7501

SETTLEMENT WITH SELLER			SETTLEMENT WITH PURCHASER		
Satisfaction of Mortgage			Balance Due Seller	7501	
			<div> <div>750</div> <div>                     Title Company Charges  <input type="checkbox"/> Original  <input type="checkbox"/> P.O.B.  <input type="checkbox"/> Term                 </div> </div>	80	
			Recording and Service   Deed. Mgs.		6 00
			Notary Fees		
			Transfer Tax <u>PENNA 170</u>	75	
			<u>" " FILCROFT 170</u>	75	
					1500
Taxes					
Water and Sewer Rents					
Federal Revenue Stamp					
Transfer Tax					
Notary Fees		2			
Held for					

TOTAL DISBURSEMENTS					
Balance Due Seller	7501		Fund Necessary to Complete Settlement	7746	10
Deposited by			Check for Over Deposit		
Less: Total Disbursements	2				
Net Proceeds of Sale	7499	=	Deposited by <u>CRAVTEE</u>	7746	10
<u>ARNOLD W. RASMUSSEN</u>			<u>CA 3-2</u>	7746	10
<u>CAROL A. RASMUSSEN</u>					

This document is a contract between the undersigned and the Commonwealth Land Title Insurance Company. It contains the terms and conditions of the insurance policy and the amount of the premium. It is to be read and understood by all parties before it is signed. Any change or alteration in this document must be made in writing and signed by all parties.

  
 H. J. McQuinn

# Commonwealth Land Title Insurance Company,

a Pennsylvania corporation, herein called the Company, for a valuable consideration, paid for this Policy of Title Insurance, does hereby insure the person or corporation named in Schedule A annexed as the Insured, and herein called the Insured, and all persons claiming the estate and property hereinafter mentioned under insured by descent, by will, or under the intestate laws, and all other persons to whom this Policy may be transferred with the assent of this Company endorsed hereon, that the title of the Insured to the estate, mortgage, or interest described in said Schedule A is good and marketable and clear of all liens and encumbrances, charging the same at the date of this Policy, saving such estates, defects, objections, liens and encumbrances recited in the instrument referred to in said Schedule A, or as may be set forth in Schedule B annexed, or as may be excepted by the conditions of this Policy hereto annexed and hereby incorporated into this contract.

Liability hereunder shall not exceed the amount first set forth in said Schedule A, and no loss shall be payable hereunder except upon compliance by the Insured with the said conditions and not otherwise.

In ~~Witness~~ Whereof Commonwealth Land Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, on the date first set forth in said Schedule A.

*Authorized Signature*  
Authorized Signature



Attest:

*John W. Wertz*  
President

*John D. Connor*  
Secretary

## SCHEDULE A

AMOUNT \$ 7500.00

DATE February 18, 1960 POLICY NO. C-10749

ASSURED: PHILADELPHIA ELECTRIC COMPANY

1. The Estate or Interest of the Insured covered by this Policy: Owner in fee.

2. The Deed or other means by which title is vested in the Insured:

Deed: Arnold W. Rasmussen and wife, to Insured, dated February 11, 1960, recorded February 18, 1960, at Media, Pennsylvania.

3. The land referred to in this Policy is described as set forth in the said instrument above mentioned and is identified as follows:

BEGINNING at a monument set in line dividing ground of Arnold W. Rasmussen and wife and ground of Philadelphia Electric Company, said point being at the three courses and distances measured from the intersection of the title line in the bed of Maple Road, produced southwestwardly and the middle line of Marsh Road - Folcroft Borough, Delaware County, Pennsylvania.

## SCHEDULE B

(Unless otherwise specifically excepted herein, this Policy insures that no restriction upon the sale or occupancy of insured premises on the basis of race, color or creed, has been filed of record at any time subsequent to February 15, 1950, and prior to the recording of the security instrument described under Schedule A-2 hereof.)

Showing estates, defects or objections to title and liens or encumbrances thereon which do or may now exist and against which the Company does not agree to insure, and also showing special risks insured against when so stated.

1. Any variation in location or dimensions and any other objections and easements which a survey for conveyance purposes would disclose, or which are visible on the ground.
2. Taxes for 1960.
3. Rights granted the National Transit Co. as in Deed Bk. L-9 page 351.
4. Premises in question is an interior lot, having no frontage on any street, road or lane; right of any definite ingress, regress or egress not Insured.
5. Subject to conditions and reservations as in Deed to Insured.
6. Possible additional assessment for school taxes under Act of January 14, 1952, P.L. 1944, relating to 3rd and 4th Class School Districts, or township taxes under Act of July 1, 1955, P.L. 248, relating to 1st Class Townships.

Transfers of this policy may be approved on behalf of Commonwealth Land Title Insurance Company at the Main Office, 1510 Walnut Street, Philadelphia 2, Pa

DATE	ASSIGNOR	ASSIGNEE	APPROVED

1. Commonwealth Land Title Insurance Company will, at its own cost, defend the insured in all actions of ejectment or other proceedings founded upon a claim of title, lien or encumbrance prior in date to this Policy, and not excepted therein. In case any person having an interest in this Policy shall receive notice or have knowledge of any such action or proceeding, it shall be the duty of such person at once to notify the Company thereof, and to assist and secure it the right to defend the action. Unless the Company shall be so notified within fifteen days, the insurance shall be void as to such person.

2. Any untrue statement or suppression of any material fact, made by or with the knowledge of the Insured prior to the issuance of the Policy, shall void the Policy; but an assignee for value to whom the Policy has been transferred with the assent of the Company endorsed thereon, shall not be affected by any untrue statements or answers, or suppression or breach of warranty contained in the application, of which such assignee was ignorant at the time the assent to the transfer was endorsed by the Company.

3. Estates, defects, objections, liens and encumbrances created or suffered by the Insured, or for which the Insured was liable or responsible at the date of this Policy, or which were known to the Insured and not disclosed to the Company prior to the issuance of this Policy, are excepted from this insurance.

4. Where the liability of the Company is solely to the holder of a Policy as collateral security, such liability shall in no case exceed the amount of the security interest in the property of the insured, and the Company shall not be liable for any such liability in any case except the actual value of the estate or interest insured; but if the holder hereof as aforesaid shall purchase such estate or interest at a public sale, the Company will approve of the purchase and will not be bound to contest the same. The Company will approve of the transfer of the Policy to such purchaser, subject to the conditions and limitations contained herein, with the same liability as if the said purchaser were still holding the Policy. If the insured hereof shall die, the Company will not be bound to convey the interest so purchased, and takes back in the name of such insured a purchase money mortgage secured thereon, the Company will approve of the same, and will not be bound to insure on such mortgage, subject to the same conditions as aforesaid.

5. The Policy, when issued to an owner of real estate (other than a ground rent) shall not be transferable excepting as collateral security to holders of mortgages secured upon, or ground rents issuing out of, said real estate, or to the holders of other liens thereon.

The Policy may, however, be freely transferred:

- (a) To the assignee of a ground rent, mortgage or other encumbrance, the title to which is insured by the Policy
- (b) To any grantee or assignee of the estate or interest of the Insured, if the Policy was issued solely to cover some special risk.

6. In case of transfers of the Policy, estates, defects, objections, liens, and encumbrances arising after the date of the Policy, or created or suffered by the Insured, are not to be deemed covered by the contract.

No such transfer will be valid until it shall have been approved on behalf of the Company; and such approval may be refused if not applied for within thirty days after the conveyance or assignment of the interest insured. The Company will be entitled to a fee of five dollars for each transfer approved.

7. All liability under this Policy shall cease by the transfer of the title or interest insured, except where the Policy is transferable under conditions

4 and 5 and its transfer has been approved as provided in condition 6; provided, however, that, subject to compliance by the Insured with the other provisions of this Policy, if the Insured conveys the estate or interest in, or mortgages, or otherwise encumbers, the estate or interest in, or mortgages, or any part thereof, by deed or other instrument containing a covenant or warranty of title, express or implied, the Company will not be bound to defend or pay the defense or settlement of any suit or action brought by reason of a claim made against the Insured under such a covenant or warranty of title, for any mistake, defect, objection, lien or encumbrance existing at the date of this Policy, and not excepted herein, (other than a claim for which the Insured is not bound to defend or settle) judicially determined to be due by a court of last resort, or such judicial determination thereof having been waived in writing by the Company as a condition precedent to its payment of the claim, except in the case of the provisions of Condition No. 1 of this Policy. Such indemnity shall be personal to the Insured and shall not extend to the Insured's transferee or any other person, firm or corporation, either directly or indirectly, and may not be assigned to any other person, firm or corporation, or to the estate, firm or corporation, by execution, attachment, subrogation or otherwise.

8. All payments under this Policy, or any owner's policy issued to the Insured's vendee or vendee covering any part of the property described herein, shall reduce the amount of insurance pro rata, and no payment can be made until the amount of such payment has been received by the Company. If the Policy be lost or destroyed, indemnity satisfactory to the Company must be furnished. It is expressly understood and agreed that any loss payable under this Policy may be applied by the Company to the payment of any other policy issued by the Company, or to the payment of any other policy or which may be held by the Company, and the amount so paid shall also be deemed a payment to the Insured under this Policy. The aggregate liability of the Company under this Policy and any policy issued to the holder of such mortgage or deed of trust shall not exceed the amount of this Policy.

9. Whenever the Company shall have settled a claim under this Policy, it shall be entitled to all the rights and remedies which the Insured would have had against any other person or property had the Policy not been issued. The Insured undertakes to transfer to the Company such rights as to permit it to use the name of the Insured, for the recovery thereof. If the payments do not cover the loss of the Insured, the Company shall be interested in such rights with the Insured, in the proportion of the amount paid to the amount of the loss not thereby covered. The Insured warrants that such right of subrogation shall vest in the Company unaffected by any act of the Insured.

10. If claim be made because of unmarketability, or defect of title, or of liens or encumbrances not excepted in this Policy, the Company shall, or the insured, at his option, have the right to take the estate or interest insured at its then market value, less the expenses of sale, or to correct the defect, objection, lien or encumbrance, and shall be entitled to the corresponding benefit with Company, due by the insured, in the event of a claim for loss of the estate or interest insured, in case of estate, defects, objections, liens or encumbrances not insured against by this Policy. No action shall be brought against the Company for any claim under this Policy until thirty days after notice, in writing, of such claim. In the event of a disbursement as to the value, the same shall be fixed by a majority of three appraisers chosen by the Company, one by the insured, and the third by the two thus chosen; the valuation thus fixed shall be final and conclusive.

**DARBY 001334**

# This Indenture

~~Made this~~ 11<sup>TH</sup>

day of February in the year of our Lord one thousand nine hundred and sixty

(1960)—Between ARNOLD W. RASMUSSEN and CAROL A. RASMUSSEN, his

wife, of the Borough of Folcroft, County of Delaware and Common-

wealth of Pennsylvania (hereinafter called the Grantors), of the one part, and PHILADELPHIA ELECTRIC COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter called the Grantee), of the other part:

Witnesseth, That the said Grantors for and in consideration of the sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00), lawful money of the United States of America, unto them well and truly paid by the said Grantee—at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its Successors and Assigns,

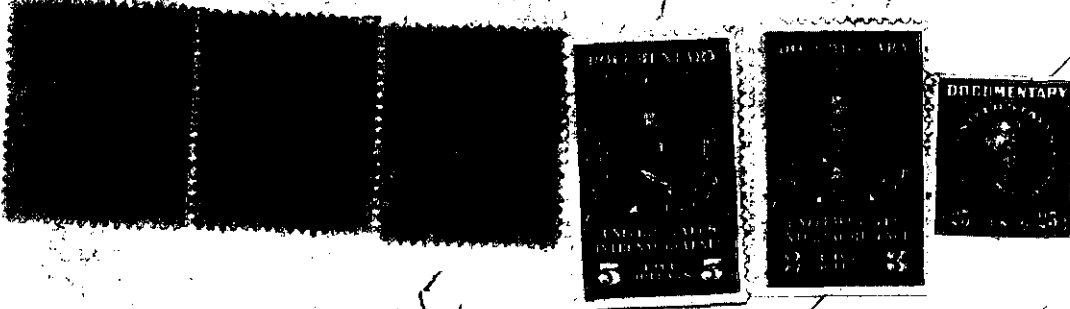
ALL THAT CERTAIN strip or parcel of ground, situate in the Borough of Folcroft, County of Delaware, Commonwealth of Pennsylvania, bounded and described in accordance with a survey and plan thereof made by Damon & Foster, Civil Engineers, Sharon Hill, Pennsylvania, dated November 11, 1957, and last revised December 17, 1959, as follows:

BEGINNING at a monument set in line dividing ground of Arnold W. Rasmussen, et ux, and ground of Philadelphia Electric Company, said point being at the three (3) following courses and distances measured from the intersection of the title line in the bed of Maple Road (33' wide), produced southwestwardly, and the middle line of Marsh Road (33' wide): (1) along the title line within the bed of Maple Road, North sixty-one degrees fifteen minutes seventeen seconds East (N. 61° 15' 17" E.) five hundred forty feet and eighteen one-hundredths of a foot (540.18') to a point; (2) leaving Maple Road and along the line dividing ground now or late of Albert E. Frank, et ux, and ground of Philadelphia Electric Company from ground of Arnold W. Rasmussen, et ux, South thirty degrees twenty-seven minutes fifty-eight seconds East (S. 30° 27' 58" E.) three hundred fourteen feet and thirty-three one-hundredths of a foot (314.33') to a point and (3) along the line dividing ground of Philadelphia Electric Company and ground of Arnold W. Rasmussen, et ux, South twenty-eight degrees fifty-seven minutes fifty-eight seconds East (S. 28° 57' 58" E.) twenty feet and ninety-seven one-hundredths of a foot (20.97') to the point of beginning and extending thence from said point of beginning through ground of Arnold W. Rasmussen, et ux, of which this is a part, North sixty-two degrees fifteen minutes twenty seconds East (N. 62° 15' 20" E.) five hundred seventy-two feet and twenty-six one-hundredths of a foot (572.26') to a monument set in line of ground now or late of Albert E. Frank, et ux; thence partly along the last mentioned ground, ground of Philadelphia Electric Company and partly along other ground of Albert E. Frank, et ux, South twenty-nine degrees fifty-five minutes fifty-eight seconds East (S. 29° 55' 58" E.) two

hundred fifty feet and eighteen one-hundredths of a foot (250.18') to a point; thence through said ground of Arnold W. Rasmussen, et ux, on a line parallel with the first above described course and distance South sixty-two degrees fifteen minutes twenty seconds West (S. 62° 15' 20" W.) five hundred seventy-six feet and forty-eight one-hundredths of a foot (576.48') to a point in line of ground of Philadelphia Electric Company and thence along the last mentioned ground North twenty-eight degrees fifty-seven minutes fifty-eight seconds West (N. 28° 57' 58" W.) two hundred fifty feet and six one-hundredths of a foot (250.06') to the first mentioned point and place of beginning.

CONTAINING three acres and two thousand nine hundred sixty-four ten-thousandths (3.2964) of an acre, more or less.

BEING part of the same premises which THORVALD RASMUSSEN, Widower, by Indenture bearing date the 10th day of September, A.D. 1956, and recorded in the Office for Recording of Deeds &c., in and for the County of Delaware, aforesaid, in Deed Book No. 1810, page 603 &c., granted and conveyed unto ARNOLD W. RASMUSSEN and CAROL A. RASMUSSEN, his wife, in fee.



VALUE OF PREMISES AS DETERMINED BY  
ORDINANCE IS \$ 7500 AND TAX  
PAID ON SUCH VALUE.

COMMONWEALTH LAND  
TITLE INSURANCE COMPANY

BOOK 2012 PAGE 203

By [Signature]

Together with the right, as often as the Grantee, its Successors and Assigns, shall deem necessary, to cut down and remove from the premises of the Grantor— adjoining the above described strip— of ground on either side thereof any trees which may endanger the safety, interfere with the use of, or be a menace to any facilities or structures which may now or in the future be constructed, erected, operated or maintained by the said Grantee, its Successors and Assigns, upon above described strip— of ground.

Also Together with the right of ingress and egress to and from the above described strip— of ground.

Together with all and singular the ————— improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor s , in law, equity, or otherwise however, of, in, and to the same and every part thereof.

To have and to hold the said strip—, lot— or piece — of ground above described, —————

hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its Successors and Assigns, to and for the only proper use and behoof of the said Grantee, its Successors and Assigns forever. RESERVING, however, unto the said Grantors , their Heirs and Assigns (for so long as they or any of them shall own land adjoining above described strip— of ground on both sides thereof) for the use of said Grantors , their Heirs and Assigns, tenants and occupiers of said adjoining land, the right to cross at grade over above described strip— of ground at such convenient place or places as may be mutually agreed upon, SUBJECT, however, to the construction, erection, operation and maintenance by the said Grantee, its Successors and Assigns, of facilities or structures for its or their corporate purpose in, on, along, and under the above described strip— of ground without liability in any manner to said Grantors , their Heirs and Assigns. AND PROVIDED that neither the Grantors , their Heirs and Assigns, or the Grantee, its Successors and Assigns, shall be liable or obliged to construct or maintain any fences along the above described strip— of ground.



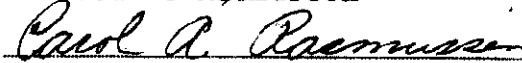

U. S. Doc. Stamps  
\$8.25

Pa. Doc. Stamps  
\$75.00

And the said Grantors , for themselves and their Heirs, Executors, and Administrators, do— by these presents covenant, grant and agree, to and with the said Grantee, its Successors and Assigns, that they— , the said Grantors — and their Heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its Successors and Assigns, against them , the said Grantors and their Heirs, and against all and every other Person and Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him , her, them or any of them, Shall and Will, RESERVING and PROVIDED as aforesaid, WARRANT and forever DEFEND.

In Witness Whereof the said parties of the first part to these presents have hereunto set their hands and seals . Dated the day and year first above written.

Signed, Sealed and Delivered }  
IN THE PRESENCE OF US:

  
Arnold W. Rasmussen   
  
Carol A. Rasmussen 

BOOK 2012 PAGE 204







February 16, 1960

SUBJECT: File PE-1614

Mr. Joseph A. Conte, Chairman  
Board for the Assessment and Revision  
of Taxes for Delaware County  
Court House  
Media, Pa.

Dear Mr. Conte:

By deed dated February 11, 1960, Philadelphia Electric Company acquired a piece of land from Arnold W. Rasmussen, et al, situate rear of the southeast side of Maple Road in Pottsville Borough, Delaware County, Pa. This piece of land contains 3.256 acres as shown outlined in red on the enclosed blueprint plan.

This piece of ground was part of approximately 16 acres which was owned by Arnold W. Rasmussen, et al. We would appreciate your informing us at your convenience as to what our new assessment will be.

Very truly yours,

*RCS*  
R. C. Seotney

RCS:mlt

Enc.

*1961 assessment for 1130-3  
for 1,000.*

File 1614

BOARD FOR THE ASSESSMENT AND REVISION OF TAXES  
DELAWARE COUNTY

REAL ESTATE ASSESSMENT NOTICE

District Falcraft Folio No. 1130-3  
Property Location Maple ave gnd  
Assessment—1966 \$750  
Assessment—1961 \$1,000  
increase \$  
Change decrease

Appeal from the above assessment will be heard at the Court House, Media, Pa. Should you desire to appeal, please return the enclosed REPLY CARD, INDICATING YOUR INTENTION, within a period of ten (10) days.

Upon receipt of REPLY CARD this office will forward you the necessary forms with further instructions for the filing of your appeal.

ALL APPEALS MUST BE FILED WITH THE BOARD  
ON OR BEFORE NOVEMBER 1ST

Phila Elec. Co.  
1600 Chestnut St.  
Phila Pa

THIRD FLOOR  
1008 WALNUT STREET

March 3, 1960

FROM: R. W. Smith  
TO: G. W. Miller, Treasurer  
SUBJECT: Title Insurance Commissions  
Files: PE-1614, 1987, 2018, 2052 and 2061

Herewith are five checks of Commonwealth Land Title Insurance Company to the order of M. J. McQuiston, Agent and endorsed by him to Philadelphia Electric Company in payment of commission on title insurances secured in connection with the acquisitions of properties in Chester, Delaware, Lancaster and York Counties, Pa. The amounts of these checks should be credited on the books of Philadelphia Electric Company as follows:

C.A. 814508-101	\$7.50
914501-101	21.50
923615-101	5.00

Will you please acknowledge receipt of these checks on the enclosed carbon copy of this letter.

*R. W. Smith*  
R. W. Smith,  
Real Estate Department

RWS:mlt

Enc. (5)

RECEIVED CHECKS FOR \$7.50, \$5.00,  
\$8.00, \$9.00 and \$4.50

*J. W. Miller*  
Treasurer

*3/4/60*  
Date

*February*

sixty

(1960)

ARNOLD W. RASMUSSEN and CAROL A. RASMUSSEN, his

wife, of the Borough of Polcroft, County of Delaware and Common-  
wealth of Pennsylvania

s

FIVE HUNDRED DOLLARS (\$7,500.00)  
then

SEVEN THOUSAND

ve

ALL THAT CERTAIN strip or parcel of ground, situate in the Borough of Polcroft, County of Delaware, Commonwealth of Pennsylvania, bounded and described in accordance with a survey and plan thereof made by Damon & Foster, Civil Engineers, Sharon Hill, Pennsylvania, dated November 11, 1957, and last revised December 17, 1959, as follows:

BEGINNING at a monument set in line dividing ground of Arnold W. Rasmussen, et ux, and ground of Philadelphia Electric Company, said point being at the three (3) following courses and distances measured from the intersection of the title line in the bed of Maple Road (33' wide), produced southwestwardly, and the middle line of Marsh Road (33' wide): (1) along the title line within the bed of Maple Road, North sixty-one degrees fifteen minutes seventeen seconds East (N. 61° 15' 17" E.) five hundred forty feet and eighteen one-hundredths of a foot (540.18') to a point; (2) leaving Maple Road and along the line dividing ground now or late of Albert E. Frank, et ux, and ground of Philadelphia Electric Company from ground of Arnold W. Rasmussen, et ux, South thirty degrees twenty-seven minutes fifty-eight seconds East (S. 30° 27' 58" E.) three hundred fourteen feet and thirty-three one-hundredths of a foot (314.33') to a point and (3) along the line dividing ground of Philadelphia Electric Company and ground of Arnold W. Rasmussen, et ux, South twenty-eight degrees fifty-seven minutes fifty-eight seconds East (S. 28° 57' 58" E.) twenty feet and ninety-seven one-hundredths of a foot (20.97') to the point of beginning and extending thence from said point of beginning through ground of Arnold W. Rasmussen, et ux, of which this is a part, North sixty-two degrees fifteen minutes twenty seconds East (N. 62° 15' 20" E.) five hundred seventy-two feet and twenty-six one-hundredths of a foot (572.26') to a monument set in line of ground now or late of Albert E. Frank, et ux; thence partly along the last mentioned ground, ground of Philadelphia Electric Company and partly along other ground of Albert E. Frank, et ux, South twenty-nine degrees fifty-five minutes fifty-eight seconds East (S. 29° 55' 58" E.) two

hundred fifty feet and eighteen one-hundredths of a foot (250.18') to a point; thence through said ground of Arnold W. Rasmussen, et ux, on a line parallel with the first above described course and distance South sixty-two degrees fifteen minutes twenty seconds West (S. 62° 15' 20" W.) five hundred seventy-six feet and forty-eight one-hundredths of a foot (576.48') to a point in line of ground of Philadelphia Electric Company and thence along the last mentioned ground North twenty-eight degrees fifty-seven minutes fifty-eight seconds West (N. 28° 57' 58" W.) two hundred fifty feet and six one-hundredths of a foot (250.06') to the first mentioned point and place of beginning.

CONTAINING three acres and two thousand nine hundred sixty-four ten-thousandths (3.2964) of an acre, more or less.

BEING part of the same premises which THORVALD RASMUSSEN, Widower, by Indenture bearing date the 10th day of September, A.D. 1956, and recorded in the Office for Recording of Deeds &c., in and for the County of Delaware, aforesaid, in Deed Book No. 1810, page 603 &c., granted and conveyed unto ARNOLD W. RASMUSSEN and CAROL A. RASMUSSEN, his wife, in fee.

3

3

**S**

*Delaware*

*11th February 60*

*Notary Public*

RASMUSSEN, his wife

ARNOLD W. RASMUSSEN and CAROL A.

they

s

s are

*Carl G. Daley*  
**Notary Public**  
CARL G. DALEY  
Notary Public, Chester, Del. Co., Pa.  
My Commission expires  
January 6, 1963

PE-1614

C-10749-M

ARNOLD W. RASMUSSEN  
and  
CAROL A. RASMUSSEN,  
his wife

Borough of Folcroft  
Delaware County  
Pennsylvania

des

*Long Lib...*



WHEREAS, the undersigned (hereinafter called "Sellers") are the owners of premises situate in ~~the Township of Folcroft Boro.~~ Folcroft Boro., County of Delaware and Commonwealth of Pennsylvania, comprising approximately 18 acres of ground, described in Deed dated the 10th day of September in the year 1956 and recorded in the Office of the Recorder of Deeds of said County, in Deed Book No. 1810, at page 603 &c.

NOW THIS OPTION AGREEMENT WITNESSETH, That in consideration of the sum of TEN DOLLARS (\$10.00), the receipt whereof is hereby acknowledged, the Sellers hereby grant to PHILADELPHIA ELECTRIC COMPANY (hereinafter called "Buyer"), the option, to be exercised as hereinafter provided at any time within 120 days after the date hereof, of purchasing for the price or sum of All That Certain 200 foot wide strip of the above recited premises, more particularly shown outlined in red crayon on the plan attached hereto and made a part hereof.

RESERVING unto Sellers, their heirs and assigns (for so long as they or any of them shall own ground adjoining said strip of ground on both sides) for the use of said Sellers, their heirs and assigns, tenants and occupiers of said ground, the right to cross at grade over said strip of ground at such convenient place or places as may be mutually agreed upon, said right to cross to be subject to the construction, erection, operation and maintenance by Buyer, its successors and assigns, of facilities or structures for its or their corporate purposes without liability in any manner to Sellers, their heirs and assigns.

TOGETHER with the right, as often as Buyer shall deem necessary, to cut down and remove from the premises of Sellers adjoining said strip of ground any trees which may endanger the safety, interfere with the use of, or be a menace to any facilities or structures which may now or in the future be maintained by Buyer upon said strip of ground, also the right of ingress and egress to and from the said strip of ground.

It is further understood and agreed that:

1. Buyer is granted the right to make surveys of said strip of ground during the option period, and, upon exercise of the option, shall have the right to immediate possession of said strip of ground.
2. Buyer shall reimburse Sellers for any damage caused by Buyer or its representatives to crops planted before the date hereof and not harvested before Buyer takes possession.
3. Buyer shall permit Sellers to use the said strip of ground for grazing, cultivation or other agricultural pursuits, not to include planting of trees or shrubbery, under a form of License satisfactory to counsel for Buyer.
4. Neither party shall be obligated to construct or maintain any fences along said strip of ground, but with respect to existing fences across said strip of ground which Buyer may find it necessary to open for access, immediate repairs shall be made by Buyer, or in lieu of such repairs, Buyer may install a gate.
5. This option may be exercised at any time before the expiration thereof by notice delivered personally or mailed by registered mail to the undersigned at

6. Upon the exercise of this option it shall be and becomes an Agreement of Sale between Sellers and Buyer, and settlement shall be made upon the following terms and conditions:

(a) Settlement to be made at a convenient place designated in said notice, within sixty (60) days from the date of said notice.

(b) Upon the payment of the purchase price, Sellers shall execute and deliver a Deed conveying to Buyer said strip of ground in fee simple, free and clear of all liens and encumbrances, together with the rights hereinabove mentioned. The Deed shall be prepared by Buyer and acknowledged, stamped and recorded at Buyer's expense.

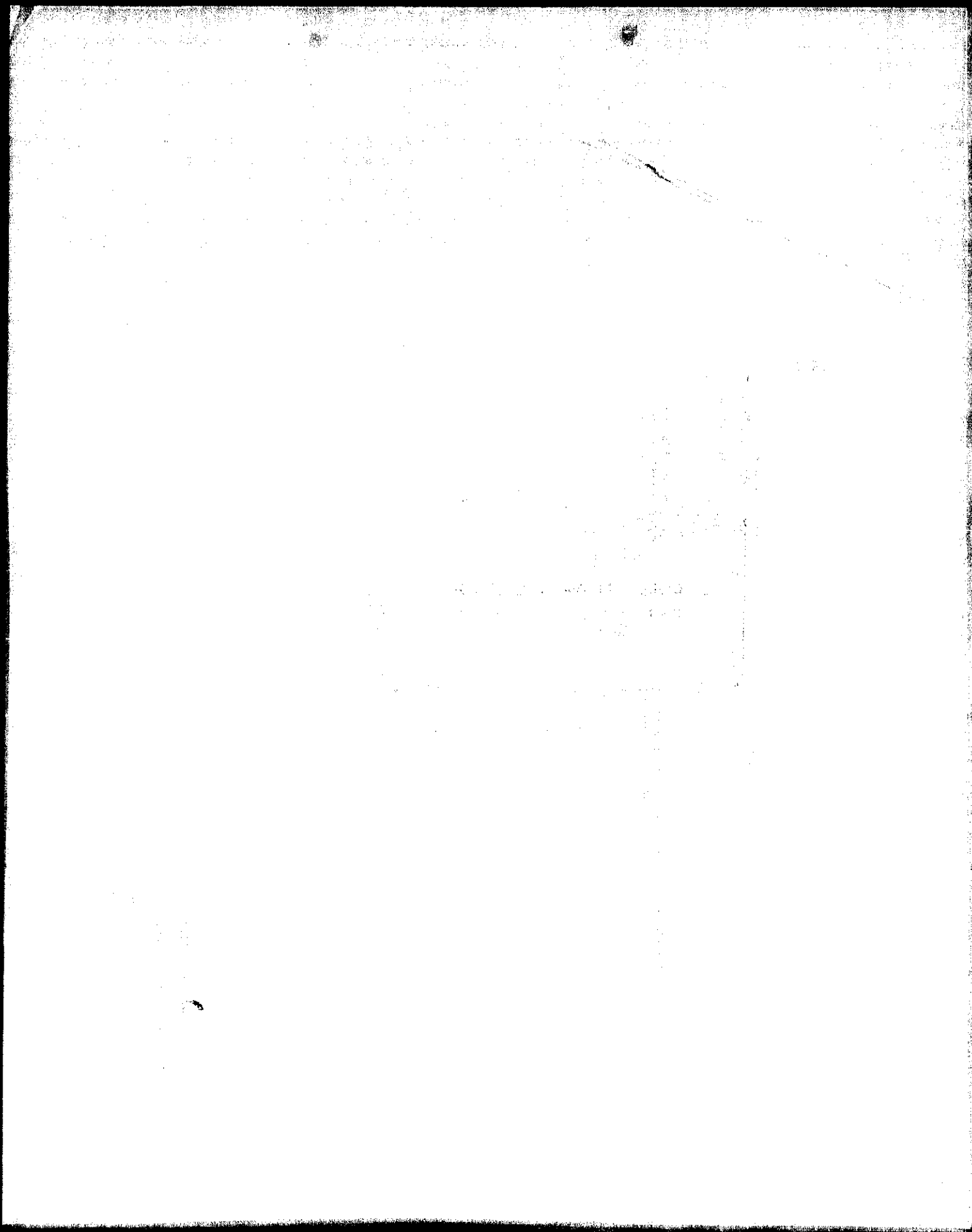
7. This agreement shall be binding upon and inure to the benefit of the executors, administrators, heirs and assigns of the Sellers.

IN WITNESS WHEREOF, Sellers have hereunto set their hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1959.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Arnold W. Rasmussen (SEAL)

\_\_\_\_\_  
Carol A. Rasmussen (SEAL)



FORMING PART OF LAMAR NORRIS LAND TITLE INSURANCE COMPANY

CERTIFICATE NO. C-10749-M

DESCRIPTION

ALL THAT CERTAIN strip or parcel of ground, situate in the Borough of Folcroft, County of Delaware, Commonwealth of Pennsylvania, bounded and described in accordance with a survey and plan thereof made by Damon & Foster, Civil Engineers, Sharon Hill, Pennsylvania, dated November 11, 1957, and last revised December 17, 1959, as follows:

BEGINNING at a monument set in line dividing ground of Arnold W. Rasmussen, et ux, and ground of Philadelphia Electric Company, said point being at the three (3) following courses and distances measured from the intersection of the title line in the bed of Maple Road (33' wide), produced southwestwardly, and the middle line of Marsh Road (33' wide): (1) along the title line within the bed of Maple Road, N. 61° 15' 17" E. 540.18' to a point; (2) leaving Maple Road, and along the line dividing ground now or late of Albert E. Frank, et ux, and ground of Philadelphia Electric Company from ground of Arnold W. Rasmussen, et ux, S. 30° 27' 58" E. 314.33' to a point and (3) along the line dividing ground of Philadelphia Electric Company and ground of Arnold W. Rasmussen, et ux, S. 28° 57' 58" E. 20.97' to the point of beginning and extending thence from said point of beginning through ground of Arnold W. Rasmussen, et ux, of which this is a part, N. 62° 15' 20" E. 572.26' to a monument set in line of ground now or late of Albert E. Frank, et ux; thence partly along the last mentioned ground, ground of Philadelphia Electric Company and partly along other ground of Albert E. Frank, et ux, S. 29° 55' 58" E. 250.18' to a point; thence through said ground of Arnold W. Rasmussen, et ux, on a line parallel with the first above described course and distance S. 62° 15' 20" W. 576.48' to a point in line of ground of Philadelphia Electric Company and thence along the last mentioned ground N. 28° 57' 58" W. 250.06' to the first mentioned point and place of beginning.

CONTAINING 3.2964 acres, more or less.

Together with trimming rights  
Also Together with ingress & egress  
Reserving the usual right to cross

FORMING PART OF COMMONWEALTH LAND TITLE INSURANCE COMPANY

CERTIFICATE NO. C-10749-M

DESCRIPTION

ALL THAT CERTAIN strip or parcel of ground, situate in the Borough of Folcroft, County of Delaware, Commonwealth of Pennsylvania, bounded and described in accordance with a survey and plan thereof made by Damon & Foster, Civil Engineers, Sharon Hill, Pennsylvania, dated November 11, 1957, and last revised December 17, 1959, as follows:

BEGINNING at a monument set in line dividing ground of Arnold W. Rasmussen, et ux, and ground of Philadelphia Electric Company, said point being at the three (3) following courses and distances measured from the intersection of the title line in the bed of Maple Road (33' wide), produced southwestwardly, and the middle line of Marsh Road (33' wide): (1) along the title line within the bed of Maple Road, N. 61° 15' 17" E. 540.18' to a point; (2) leaving Maple Road, and along the line dividing ground now or late of Albert E. Frank, et ux, and ground of Philadelphia Electric Company from ground of Arnold W. Rasmussen, et ux, S. 30° 27' 58" E. 314.33' to a point and (3) along the line dividing ground of Philadelphia Electric Company and ground of Arnold W. Rasmussen, et ux, S. 28° 57' 58" E. 20.97' to the point of beginning and extending thence from said point of beginning through ground of Arnold W. Rasmussen, et ux, of which this is a part, N. 62° 15' 20" E. 572.26' to a monument set in line of ground now or late of Albert E. Frank, et ux; thence partly along the last mentioned ground, ground of Philadelphia Electric Company and partly along other ground of Albert E. Frank, et ux, S. 29° 55' 58" E. 250.18' to a point; thence through said ground of Arnold W. Rasmussen, et ux, on a line parallel with the first above described course and distance S. 62° 15' 20" W. 576.48' to a point in line of ground of Philadelphia Electric Company and thence along the last mentioned ground N. 28° 57' 58" W. 250.06' to the first mentioned point and place of beginning.

CONTAINING 3.2964 acres, more or less.

Together with trimming rights

Also Together with ingress & egress

Reserving the usual right to cross

FORMING PART OF COMMONWEALTH LAND TITLE INSURANCE COMPANY

CERTIFICATE NO. C-10749-M

DESCRIPTION

ALL THAT CERTAIN strip or parcel of ground, situate in the Borough of Folcroft, County of Delaware, Commonwealth of Pennsylvania, bounded and described in accordance with a survey and plan thereof made by Damon & Foster, Civil Engineers, Sharon Hill, Pennsylvania, dated November 11, 1937, and last revised December 17, 1939, as follows:

BEGINNING at a monument set in line dividing ground of Arnold W. Rasmussen, et ux, and ground of Philadelphia Electric Company, said point being at the three (3) following courses and distances measured from the intersection of the title line in the bed of Maple Road (33' wide), produced southwestwardly, and the middle line of Marsh Road (33' wide): (1) along the title line within the bed of Maple Road, N.  $61^{\circ} 15' 17''$  E. 540.18' to a point; (2) leaving Maple Road, and along the line dividing ground now or late of Albert E. Frank, et ux, and ground of Philadelphia Electric Company from ground of Arnold W. Rasmussen, et ux, S.  $30^{\circ} 27' 58''$  E. 314.33' to a point and (3) along the line dividing ground of Philadelphia Electric Company and ground of Arnold W. Rasmussen, et ux, S.  $28^{\circ} 57' 58''$  E. 20.97' to the point of beginning and extending thence from said point of beginning through ground of Arnold W. Rasmussen, et ux, of which this is a part, N.  $62^{\circ} 15' 20''$  E. 572.26' to a monument set in line of ground now or late of Albert E. Frank, et ux; thence partly along the last mentioned ground, ground of Philadelphia Electric Company and partly along other ground of Albert E. Frank, et ux, S.  $29^{\circ} 55' 58''$  E. 250.18' to a point; thence through said ground of Arnold W. Rasmussen, et ux, on a line parallel with the first above described course and distance S.  $62^{\circ} 15' 20''$  W. 576.48' to a point in line of ground of Philadelphia Electric Company and thence along the last mentioned ground N.  $28^{\circ} 57' 58''$  W. 250.06' to the first mentioned point and place of beginning.

CONTAINING 3.2964 acres, more or less.

Together with trimming rights

Also Together with ingress & egress

Reserving the usual right to cross

1957

PE-1613

REAL 1

Edward G. Frank, et al


FILMED

# Commonwealth Land Title Insurance Company

No. C-10749-M

PHILADELPHIA, November 25th, 19 59

The premises endorsed hereon are subject to the following items, which will be excepted in the policy unless removed:

MORTGAGES	None.
TAXES	Receipts for all taxes for years 1956, 1957 & 1958 must be produced. Taxes due for current year 1959
WATER RENTS	Possible unpaid bills; no liability is assumed.
SEWER RENTS	Receipts for sewer rents for years 1954 to 1958 Incl must be produced. Sewer rents due for current year 1959.
MECHANICS AND MUNICIPAL CLAIMS	None. Liability for any unfilled Mechanics Liens and Municipal Claims that may be filed for work done or ordered to be done.
JUDGMENTS	None.
OBJECTIONS	A- Proof that Arnold W. Rasmussen and Carol A. his wife Grantees in Deed recorded in Deed Book 1810 pg. 603 are the same persons as the proposed Grantors.  B- Rights granted the National Transit Co. as in Deed Book L-9 pg. 351 (attached  Survey must be produced; subject to any additional objections which an examination of the same may disclose.  D- Premises in question is an interior lot, having no frontage on any street, road or lane; right of any definite ingress, regress or egress not Insured.
INSTRUMENTS TO BE PRODUCED AND RECORDED	DEED: Arnold W. Rasmussen and Carol A., his wife  to Philadelphia Electric Company  dated recorded
RECITAL	Being part of the same premises which Thorvald Rasmussen, Widower by Deed dated September 10, 1956 and recorded at Media, Delaware County in Deed Book 1810 pg. 603 granted and conveyed unto Arnold W. Rasmussen and Carol A., his wife  Possible additional assessment for school taxes under Act of Jan. 14, 1952, P.L. 1944, relating to 3rd and 4th Class School Districts, or township taxes under Act of July 1, 1955, P.L. 248, relating to 1st Class Townships. Any variation in location or dimensions and any other objections and easements which a survey for conveyance purposes would disclose or which are visible on the ground. Proof that no work has been done or ordered to be done, or materials ordered or supplied, for which a lien may be filed. Rights of parties in possession and terms of any unrecorded lease or agreement of sale. Subject to the payment of state and local real estate transfer taxes. Proof that all parties in this transaction are of full age and legally competent. Proof that this transaction is not within the Bankruptcy or Insolvency Acts. Information relating to street improvements, except where the improvement is completed, for which a lien can be filed, not being within the scope of title insurance, is not certified.

PRODUCE TAX, WATER AND SEWER RENT BILLS OR RECEIPTS FOR CURRENT YEAR.

When the transaction is settled and the papers recorded (which recording should be done by the Company), a Policy of Insurance of this Company will be issued for \$ in conformity with application and this marked up Report.

*William C. Nail*  
ASST. VICE PRESIDENT

DARBY 001353



DELAWARE COUNTY

RIGHT OF WAY: William H. Harrison, Sr. and Lizzie F. Boon  
to  
National Transit Company  
Dated: 4/24/1896 Recorded: 3/18/1897 Deed Book L-9 Page 351

GRANTING the right of way to construct, maintain, and operate a telegraph line over and through our lands in Darby Township, County of Delaware, State of Pennsylvania bounded and described as follows:

BEING 20 acres more or less, bounded West by lands of Annie Pike and Estate of Perry Pike, North by private road, East by lands of the late Geo. S. Urian, and on the South by the Thoroughfare, and also 32 acres in same Township, bounded West by lands of Alfd. Matthews, North by lands of Wm. Urian, East by Tribet Avenue and lands of Isaac Horne and South by the Thoroughfare with ingress and egress to and from the same.

The said Grantors to fully use and enjoy the said premises except for the purpose hereinbefore granted to the said National Transit Company, which hereby agrees to pay any damages which may arise to crops or fences from the laying, maintaining or operating of said telegraph lines; said damages, if not mutually agreed upon, to be ascertained and determined by 3 disinterested persons, 1 thereof to be appointed by the said Grantors heirs or assigns; 1 by the said National Transit Company, its successors or assigns, and the 3rd by the 2 so appointed as aforesaid, and the award of such 3 persons or any 2 of them, shall be final and conclusive, the said line of telegraph to be erected over and upon said land along the shore line of same at or near the water line at high tide.

It is hereby understood and agreed that where this land is reclaimed the said line of telegraph is to be removed to its old or present route.

DEED BOOK L-9 PAGE 351

RECORDED 3/18/1897

BLOCK

LOT

APPL. NO.

C 10749 M

**PREMISES:**

ALL THAT CERTAIN 250 feet wide strip of ground, Situate in Folcroft Borough, Delaware County, Pennsylvania, more particularly shown outlined in red crayon on the blueprint plan hereto attached.

TOGETHER with the right, as often as the Grantee, its successors and assigns, shall deem necessary, to cut down and remove from the premises adjoining the above described strip of ground on either side thereof any trees which may endanger the safety, interfere with the use of, or be a menace to any facilities or structures which may now or in the future be constructed, erected, operated or maintained by the said Grantee, its successors and assigns, upon above described strip of ground.

ALSO TOGETHER with the right of ingress and egress to and from the above described strip of ground.

RESERVING, however, unto the said Grantors, their heirs and assigns (for so long as they or any of them shall own land adjoining above described strip of ground on both sides thereof) for the use of said Grantors, their Heirs and Assigns, tenants and occupiers of said adjoining land, the right to cross at grade over above described strip of ground at such convenient place or places as may be mutually agreed upon SUBJECT, however, to the construction, erection, operation and maintenance by the said Grantee, its successors and assigns, of facilities or structures for its or their corporate purpose in, on, along, and under the above described strip of ground without liability in any manner to said Grantors, their Heirs and Assigns.

Borough of Folcroft  
Delaware County, Pa.

**Title Report**

C 10749 M

**Commonwealth Land  
Title Insurance Company**

Main Office:

1510 WALNUT STREET  
PHILADELPHIA 2, PENNA.

Send a copy of this Report to the Grantee  
or Mortgagee so that all objections may be  
removed or explained before settlement.

DARBY 001355


# Commonwealth Land Title Insurance Company

No. C-10749-M

PHILADELPHIA,

November 25th, 19 59

The premises endorsed hereon are subject to the following items, which will be excepted in the policy unless removed:

MORTGAGES	None.
TAXES	Receipts for all taxes for years 1956, 1957 & 1958 must be produced. Taxes due for current year 1959
WATER RENTS	Possible unpaid bills; no liability is assumed.
SEWER RENTS	Receipts for sewer rents for years 1954 to 1958 Incl must be produced. Sewer rents due for current year 1959.
MECHANICS AND MUNICIPAL CLAIMS	None. Liability for any unfilled Mechanics Liens and Municipal Claims that may be filed for work done or ordered to be done.
JUDGMENTS	None.
OBJECTIONS	A- Proof that Arnold W. Rasmussen and Carol A. his wife Grantees in Deed recorded in Deed Book 1810 pg. 603 are the same persons as the proposed Grantors.  B- Rights granted the National Transit Co. as in Deed Book L-9 pg. 351 (attached  Survey must be produced; subject to any additional objections which an examination of the same may disclose.  D- Premises in question is an interior lot, having no frontage on any street, road or lane; right of any definite ingress, regress or egress not Insured.
INSTRUMENTS TO BE PRODUCED AND RECORDED	DEED: Arnold W. Rasmussen and Carol A., his wife  to Philadelphia Electric Company  dated recorded
RECITAL	Being part of the same premises which Thorvald Rasmussen, Widower by Deed dated September 10, 1956 and recorded at Media, Delaware County in Deed Book 1810 pg. 603 granted and conveyed unto Arnold W. Rasmussen and Carol A., his wife  Possible additional assessment for school taxes under Act of Jan. 14, 1952, P.L. 1944, relating to 3rd and 4th Class School Districts, or township taxes under Act of July 1, 1955, P.L. 248, relating to 1st Class Townships. Any variation in location or dimensions and any other objections and easements which a survey for conveyance purposes would disclose or which are visible on the ground. Proof that no work has been done or ordered to be done, or materials ordered or supplied, for which a lien may be filed. Rights of parties in possession and terms of any unrecorded lease or agreement of sale. Subject to the payment of state and local real estate transfer taxes. Proof that all parties in this transaction are of full age and legally competent. Proof that this transaction is not within the Bankruptcy or Insolvency Acts. Information relating to street improvements, except where the improvement is com- pleted, for which a lien can be filed, not being within the scope of this insurance, is not certified.

PRODUCE TAX, WATER AND SEWER RENT BILLS OR RECEIPTS FOR CURRENT YEAR.

When the transaction is settled and the papers recorded (which recording  
should be done by the Company), a Policy of Insurance of this Company  
will be issued for \$ in conformity with appli-  
cation and this marked up Report.

*William C. Nail*  
ASST. VICE PRESIDENT

DARBY 001356

DELAWARE COUNTY

RIGHT OF WAY: William H. Harrison, Sr. and Lissie F. Boon  
to  
National Transit Company  
Dated: 4/24/1896 Recorded: 3/18/1897 Deed Book L-9 Page 351

GRANTING the right of way to construct, maintain, and operate a telegraph line over and through our lands in Darby Township, County of Delaware, State of Pennsylvania bounded and described as follows:

BEING 20 acres more or less, bounded West by lands of Annie Pike and Estate of Perry Pike, North by private road, East by lands of the late Geo. S. Urian, and on the South by the Thoroughfare, and also 32 acres in same Township, bounded West by lands of Alfd. Matthews, North by lands of Wm. Urian, East by Tribet Avenue and lands of Isaac Horne and South by the Thoroughfare with ingress and egress to and from the same.

The said Grantors to fully use and enjoy the said premises except for the purpose hereinbefore granted to the said National Transit Company, which hereby agrees to pay any damages which may arise to crops or fences from the laying, maintaining or operating of said telegraph lines; said damages, if not mutually agreed upon, to be ascertained and determined by 3 disinterested persons, 1 thereof to be appointed by the said Grantors heirs or assigns; 1 by the said National Transit Company, its successors or assigns, and the 3rd by the 2 so appointed as aforesaid, and the award of such 3 persons or any 2 of them, shall be final and conclusive, the said line of telegraph to be erected over and upon said land along the shore line of same at or near the water line at high tide.

It is hereby understood and agreed that where this land is reclaimed the said line of telegraph is to be removed to its old or present route.

DEED BOOK L-9 PAGE 351

RECORDED 3/18/1897

BLOCK

LOT

APPL. NO.

C 10749 M

**PREMISES:**

ALL THAT CERTAIN 250 feet wide strip of ground, Situate in Folcroft Borough, Delaware County, Pennsylvania, more particularly shown outlined in red crayon on the blueprint plan hereto attached.

TOGETHER with the right, as often as the Grantee, its successors and assigns, shall deem necessary, to cut down and remove from the premises adjoining the above described strip of ground on either side thereof any trees which may endanger the safety, interfere with the use of, or be a menace to any facilities or structures which may now or in the future be constructed, erected, operated or maintained by the said Grantee, its successors and assigns, upon above described strip of ground.

ALSO TOGETHER with the right of ingress and egress to and from the above described strip of ground.

RESERVING, however, unto the said Grantors, their heirs and assigns (for so long as they or any of them shall own land adjoining above described strip of ground on both sides thereof) for the use of said Grantors, their Heirs and Assigns, tenants and occupiers of said adjoining land, the right to cross at grade over above described strip of ground at such convenient place or places as may be mutually agreed upon SUBJECT, however, to the construction, erection, operation and maintenance by the said Grantee, its successors and assigns, of facilities or structures for its or their corporate purpose in, on, along, and under the above described strip of ground without liability in any manner to said Grantors, their Heirs and Assigns.

Borough of Folcroft  
Delaware County, Pa.

**Title Report**

C 10749 M

**Commonwealth Land  
Title Insurance Company**

Main Office:

1510 WALNUT STREET  
PHILADELPHIA 2, PENNA.

Send a copy of this Report to the Grantor  
or Mortgagee so that all objections may be  
removed or explained before settlement.

10-10-57

FORMING PART OF COMMONWEALTH LAND TITLE DEED BOOK

CERTIFICATE NO. C-10740

\* TOGETHER with the right as aforesaid, its successors and assigns shall deem necessary, to cut down and remove from the premises <sup>thereon</sup> ~~the~~ the above described strip of ground on either side thereof any trees which may endanger the safety, interfere with the use, or be a menace to any facilities or structures which may now or in the future be constructed, erected, operated or maintained by the said Grantee, its successors and assigns, upon above described strip of ground.

**ACQUISITION OF GROUND**

**FOR THE**

**DARBY CREEK TRANSMISSION LINE**

*PLOTTED  
2/19/60*

**February 12, 1960  
File: PE-1614**

Philadelphia Electric Company by Deed dated February 11, 1960, acquired from Arnold W. Rasmussen, et ux, an unimproved strip of ground situate in the rear of the southeasterly side of Maple Road in Felareft Borough, Delaware County, Pennsylvania, containing 3.2964 acres, more or less, more particularly shown on the blueprint plan hereto attached.

Together with the usual trimming right on either side of the above mentioned strip of ground and ingress and egress as required for said transmission line.

There is reserved the usual right of Mr. and Mrs. Rasmussen to cross the above mentioned strip of ground.

The Electric Company is relieved of the responsibility of fencing its property.

*H. J. McQuiston*  
**H. J. McQuiston  
Real Estate Agent**

**REL:jth  
Enclosure**

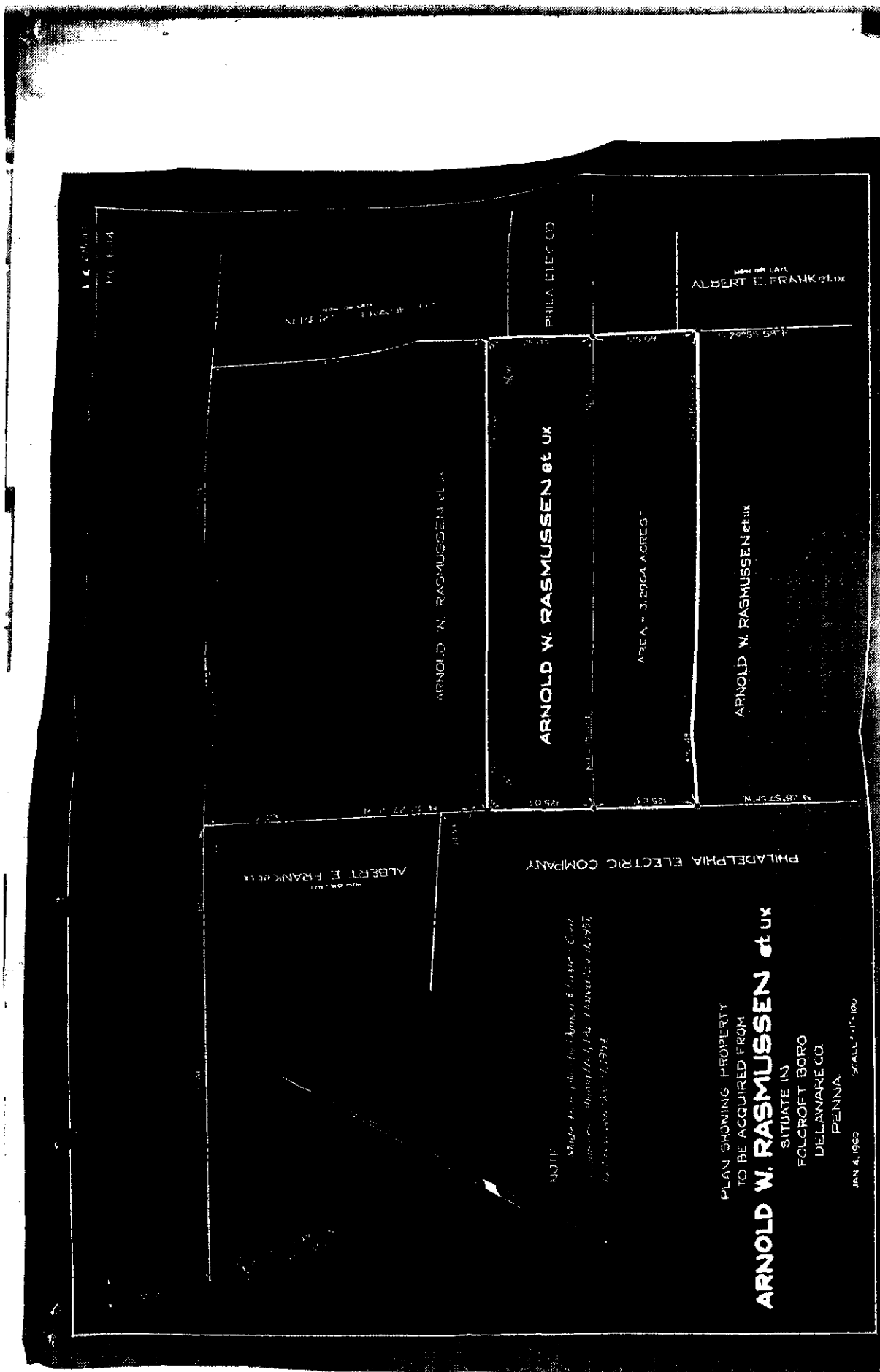
Route #1 - K. M. Irwin  
Route #2 - W. H. Jones  
          R. J. Fox  
          R. R. MacKay  
Route #3 - E. B. Shew

Route #4 - H. MacVaugh  
          J. W. Anderson  
          C. W. Iles  
          J. VanName  
Route #5 - J. B. Murray

Route #6 - E. W. Carson  
          F. B. Reiter, Jr.  
          For your files  
          (2 plans)

*Q  
D HC  
x Hs  
Res  
ju*





NOTE

Made from plan by John E. Tupper & Co.  
Surveyors, Philadelphia, Pa. Dated Nov. 14, 1951.  
Filed for record Dec. 17, 1952.

PLAN SHOWING PROPERTY  
TO BE ACQUIRED FROM  
**ARNOLD W. RASMUSSEN et ux**

SITUATE IN  
FOLCROFT BORO  
DELANWARE CO.  
PENNA

JAN 4, 1963 SCALE 1"=100'

Arnold D. Lawrence, & ux, - PE-1614

Consideration	\$7,500.00/-
Ack.	1.00/-
Adj of Taxes	?
	<hr/>
	\$7,501.00

Paid on account (NONE)	-
	<hr/>
	\$7,501.00

Title Insurance	80.00/-
Record Deed	6.85
U. S. Doc. Stamps	8.25/-
Pa. 1% "	75.00/-
Doc 1% "	75.00/-
	<hr/>
	\$7,746.10/-

recording of standard Deed in Del. Co. -	\$6.35
Title Co. charge	50
	<hr/>
	\$6.85

P.E. Co. to pay for all stamps  
or per Option Agt.

File PE-1614

January 29, 1960

Mr. and Mrs. Arnold W. Rasmussen  
1817 Delmar Drive  
Folcroft, Pennsylvania

Dear Mr. and Mrs. Rasmussen:

We are prepared to complete settlement for the parcel of ground situate in Folcroft Borough, Delaware County, Pennsylvania and are enclosing the following:

1. Deed - Arnold W. Rasmussen, et ux to Philadelphia Electric Company
2. Title report No. C-107-49-M of Commonwealth Land Title Insurance Company
3. Print of survey
4. Form of License for cultivating, grazing, etc.


At the time of settlement, tax receipts for the years 1954 to 1959 inclusive are to be produced. I suggest that you contact your local tax collector and he can give you a certification that all taxes have been paid from 1954 to date.

Settlement in this matter may be held in the office of Commonwealth Land Title Insurance Company, 407 Market Street, Chester, Pennsylvania. Please let me know a day and hour convenient to you and I will make the necessary arrangements with the Title Company.

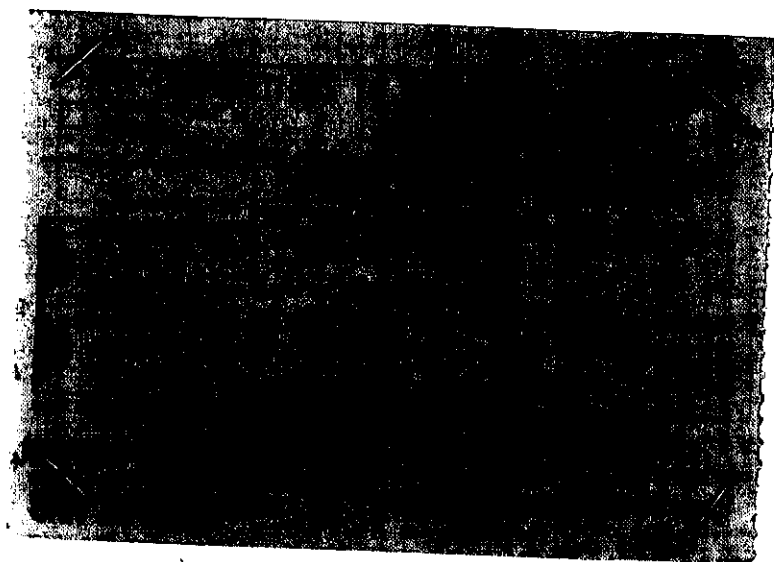
Very truly yours,

  
H. M. Schenk

HMS:amd  
Enc. (4)



DARBY 001364



Ch. # A-5701  
1/27/60  
January 27, 60.

COMMONWEALTH LAND TITLE INSURANCE COMPANY  
SEVEN THOUSAND SEVEN HUNDRED FORTY-SIX AND 10/100- - - - 7,746.10

Funds required to purchase a strip of ground 250 feet wide and containing  
3.2964 acres situate in the rear of the southeast side of Maple Road in  
Folcroft Borough, Delaware County, Pa. from Arnold W. Rasmussen, et ux.

File: DE-1614

Please send check to Mr. H. J. McQuiston - 3rd floor - 1008 Walnut Street

C.A. 814508-101

\$7,746.10

1008 Walnut Street - Third Floor

January 28, 1960

FROM: H. C. Oelschlager  
TO: H. M. Schenk  
SUBJECT: Arnold W. Rasmussen, et ux, property  
Borough of Folcroft, Delaware County, Pennsylvania.  
File: PE-1614

Attached for settlement in the above matter are the following:

1. Option Agreement
  2. Deed and copy
  3. Title Certificate in duplicate
  4. Two copies of the survey
  5. *License in duplicate*
- A voucher has been ordered.

Settlement in the above matter is to be completed on or before March 16, 1960.

Mr. and Mrs. Rasmussen are not represented by anyone in this transaction.

Real Estate Department

HGL:des

Attachments

Duplicate  
~~Subtract~~

**Damon and Foster**  
Civil and Consulting Engineers  
Chester Pike and High Street  
Sharon Hill, Pa.

**December 28, 1959.**

**Philadelphia Electric Company,  
Attn: Mr. J. A. Degan, Supervisor,  
1000 Chestnut Street,  
Philadelphia 5, Penna.**

TERMS, CASH

**File PE-1614**

**To Engineering Services  
Survey and plan of part of  
A. W. Robinson property  
Place 2 monuments at northerly  
corners, Maple Avenue, Felcroft  
Borough, Delaware County, Penna.**

**\$20 00**

APPROVED FOR PAYMENT
Acct. <u>814.508-101</u>
<u>Jan - 24 - 1</u> <u>1/4/60</u>
Head of Dept.

File PE-1614

December 8, 1959

Damon and Foster, Civil Engineers  
Chester Pike and High Street  
Sharon Hill, Pa.

Gentlemen:

Enclosed herewith is a sketch of property of Arnold W. Rasmussen in Folcroft Borough on which we have outlined in orange the 250 foot wide strip of land we have under agreement to purchase. Also enclosed is an abstract of the Rasmussen property. We would like you to survey this 250 foot wide strip of ground and furnish us with the conveyance plan of the same. The center line of this strip should be the same line produced from the center line you established for us through the Albert E. Frank property adjoining this tract.

Will you please place monuments at the northerly corners of the strip and also show on the plan the distance from the corner of the Rasmussen property at Maple Avenue to a corner of the strip together with the names of the adjoining owners.

We will appreciate your earliest attention to this matter.

Very truly yours,

  
J. A. Dugan, Supervisor

JAD:mit

Enc.





Third Floor -- 1008 Walnut Street

November 27, 1959

FROM: R. W. Smith  
To: John L. Sunday, Manager  
Property Records  
SUBJECT: Transfeer items on the books of  
Philadelphia Electric Company  
File PE-1614✓

Will you please arrange to transfer the following amount covering the cost of an appraisal made of property in Folcroft Borough, Delaware County, Pennsylvania, charged to the temporary work order. This transfer should be made on the books of Philadelphia Electric Company as follows:

Debit:


C.A. 814508-101	\$100.00
-----------------	----------

Credit:

W.O. 349950-101 (6-1614)	
1958 Voucher B 5949	\$100.00

  
Real Estate Department

RWS:jtb



Phone 3-5551

1958  
2-5949

Notary Public

Philadelphia Electric Company  
1000 Chestnut Street  
Philadelphia, Penna.

Cheser, Pa., FEBRUARY 19.

FIRE & CASUALTY  
INSURANCE  
BONDS

GEO. M.  
**C. HEFFRON**  
Real Estate & Insurance  
APPRAISALS  
108 EAST FIFTH STREET

Property Management  
MORTGAGES

PE. 1614

To Appraising Maple Avenue Property  
of Arnold W. Rasmussen Et Ux. ----- \$100.00

Trans. To C.A. - 814508-101

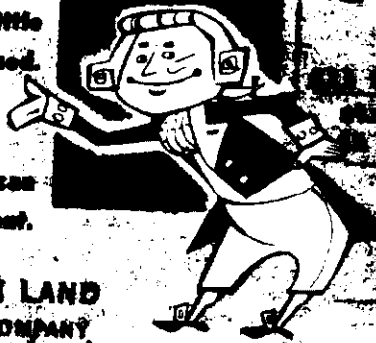
APPROVED FOR PAYMENT
Acct. 349950-101/4-1617
<i>E.W. J. J. G. D. J. M. J.</i>
Head of Dept.

Accept Our  
Appreciation

Your application for title  
insurance is being processed.

The Report of Title  
will be issued promptly.

Please call us if we can  
help in completing settlement.



COMMONWEALTH LAND  
TITLE INSURANCE COMPANY

*W.D. Graham* *12/1/59*

DATE

70-00-327

10719

PROPERTY

231 1/2' x 110' x 250' wide  
situated on ground, situate  
in the City of  
County  
State of

*Main Office* . 1510 WALNUT STREET . . . WA 3-0400

Broad and Sansom Streets.....	LO 8-2852	Ardmore, Pa.....	GR 7-0077	MI 2-8000
18 West Chelton Avenue.....	VI 8-1600	Glenside, Pa.....	TU 6-8100	
3207 Kensington Avenue.....	NE 4-7800	Jenkintown, Pa. ....	CA 4-2125	TU 4-6600
5228 Chestnut Street.....	GR 6-3400	Lansdale, Pa.....	UL 5-5126	
Broad and Stiles Streets.....	ST 2-4772	Norristown, Pa.....	BR 2-6850	
1724 South Broad Street.....	HO 5-4800	Doylestown, Pa.....	FI 8-9438	
425 West Tabor Road.....	LI 9-8300	Chester, Pa.....	TR 4-6241	
3713 Germantown Avenue.....	BA 6-0103	Upper Darby—Garrett Road		
7059 Castor Avenue.....	FI 2-1200		GR 6-0515	FL 2-0690
7265 Revere Street.....	MA 4-2700	Drexel Hill—Ferne Boulevard.....	MA 2-0100	
West Chester, Pa.....	OW 6-3480	Media, Pa.....	LO 6-1335	
Paoli, Pa.....	NI 4-4390	Lancaster, Pa.....	EX 4-0507	
Ambler, Pa.....	MI 6-4800			

Camden, N. J. WA 5-0224 WO 4-7778

**COMMONWEALTH LAND**  
*Title Insurance Company*

NORMAN S. CHAMBERLAIN  
ASST. VICE PRESIDENT



December 1, 1959

RECEIVED		
DEC 2 1959		
REGISTRATION		
M.G.E.		H.D.
	J.D.	
R.B.	MoL.	FILE

1510 WALNUT ST.  
PHILA. 2, PA.

The Philadelphia Electric Company,  
1000 Chestnut Street,  
Philadelphia 5, Penna.

ATTENTION: Mr. Henry J. Mc Quiston

Re: C-10749-M

Premises: All that certain 250' wide  
strip of ground, situate in Folcroft  
boro, Delaware County, Pa.

Dear Henry:

I wish to thank you for your application for  
title insurance covering the above premises, and I am  
enclosing our card showing the number assigned to this  
application.

We will process this application for the  
Report of Title, and have it issued to you as expeditious  
as possible.

Sincerely,

*Norman*  
Assistant Vice President

NSC:B  
Encl.

TITLE INSURANCE SINCE 1876

DARBY 001375

November 27, 1959

x

xxxxx Folcroft  
xxxxx

Delaware  
Pennsylvania

ALL THAT CERTAIN 250' wide strip of ground, situate in Folcroft Borough, Delaware County, Pennsylvania, more particularly shown outlined in red crayon on the blueprint plan hereto attached.

TOGETHER with the right as often as the Grantee, its Successors and Assigns, shall deem necessary, to cut down and remove from the premises of the Grantors adjoining the above described strip of ground on either side thereof any trees which may endanger the safety, interfere with the use of, or be a menace to any facilities or structures which may now or in the future be constructed, erected, operated or maintained by the said Grantee, its Successors and Assigns, upon above described strip of ground.

ALSO TOGETHER with the right of ingress and egress to and from the above described strip of ground.

RESERVING, however, unto the said Grantors, their Heirs and Assigns (for so long as they or any of them shall own land adjoining above described strip of ground on both sides thereof) for the use of said Grantors, their Heirs and Assigns, tenants and occupiers of said adjoining land, the right to cross at

Arnold W. Rasmussen and  
Carol A. Rasmussen, his wife

Arnold W. Rasmussen and  
Carol A. Rasmussen, his wife

September 10, 1956

1810

603

PHILADELPHIA ELECTRIC COMPANY

1000 Chestnut Street,  
Philadelphia 5, Pa.

Agent

PE-1614

DARBY 001376

ROAD

MAPLE

ALBERTA HIGHWAY

27.5' FE FROM

NAIL IN FOREST ON TREE

BIG

THOROUGHFARE

ARNOLD W. RASMUSSEN Det UK

P.B. 1810

P.B. 1603

PASSING OVER AND OVER A

ALBERT E. FRANK Det UK

SCALE 1 - 400



10-50001 3.41

EMPLOYEE'S NAME (Print)

WUT ROCK

DATE	DESCRIPTION	NO.	W. O. OR ACCT. NO.	AMOUNT
11/29/59	Construction - Gate - Audit - Receipts - 8 1/2 P.E. 1600		81450 P. 101	10 00
DUPLICATE				
APPROVED	CHECKED	RECEIVED		
APPROVED	SUPERVISOR	ANALYST		
		AUTHORIZED SIGNATURE		
		TOTAL \$ 10.00		
		IN FULL PAYMENT OF THE ABOVE		
		DATE 11/23/59 SIGNED J. S. W.		
		DOLLARS		

RECORD OF INTERVIEW

FORM 196-10015 (4-47)

E G S

CODE PE 1614

SALESMAN \_\_\_\_\_

DISTRICT \_\_\_\_\_

NAME Donald Rasmussen Et Al ADDRESS 1817 Hook Rd. Joliet Ill

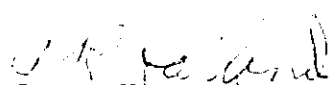
DATE	RECORD
9/21/59	<p>Contacted Mr. Rasmussen at a Summer Beer Station Springfield Rd &amp; West Chester Pk. Brooknall Pa.</p> <p>We discussed the property that P &amp; Co will purchase. Mr. Rasmussen will settle for \$7500. for the 3.3 acre &amp; originally agreed to make me offer but would discuss this place with management &amp; then be in touch with Mr. Rasmussen.</p> <p>Mr. Rasmussen claimed that he had been offered \$6000. by Mr. Holland.</p> <p style="text-align: right;">J. Schuttler</p>
11/6/59	<p>Met Mr. Rasmussen at Beer Station in Brooknall Pa. He would not sign for anything less than \$7500. made offer of \$2500 in the bank.</p> <p style="text-align: right;">J. Schuttler</p>
11/24/59	<p>Called on Mr. Rasmussen at Summer Beer Station Brooknall Pa. We discussed price on the 3.3 acre &amp; land in question. Could not get Mr. Rasmussen to look down in big thing after long discussing he signed option for \$7500. I paid Mr. Rasmussen \$1000. consideration &amp; then what for 1817 (Palmer Drive) Hook Rd. Joliet Pa &amp; got Mrs. Carol A. Rasmussen to sign option.</p> <p style="text-align: right;">J. Schuttler</p>

THIRD FLOOR  
1008 WALNUT STREET

January 27, 1959

FROM: C. R. Holland  
TO: H. J. McQuiston  
SUBJECT: Arnold W. Rasmussen, et ux.  
File PE-1614  
132 kv rights of way in Folcroft Borough.

Approximately two years ago at the time I was negotiating with Mr. Albert E. Frank, et al, who owned property adjoining Mr. Rasmussen's on both sides, Mr. Rasmussen agreed verbally to go along with whatever arrangements were made with the others. Finally a price was agreed upon with Mr. Frank which amounted to approximately \$1,800.00 an acre for the ground we were acquiring with the adjoining easements. Just about the time we had finished executing the papers with Mr. Frank, Mr. Rasmussen visited Mr. Frank and he and I immediately went into conversation regarding his problem and he stated that he decided not to do anything at that time. In general, he kept that attitude until the early part of 1958, at which time he referred me to Mr. Edward H. Bryant, Jr., Esq. at Media. I had several conversations and a letter or two from Mr. Bryant promising to get me straightened out with Mr. Rasmussen. As time went on this seems to have deteriorated into a stale mate with no action on the property owners part. We had Mr. Heffron make an appraisal of the property in the early part of 1958 and his figures were I thought, a little on the liberal side considering the excitement in the area on real estate. Nevertheless, all the property was worth. The situation still remains no progress.

  
C. R. Holland  
Real Estate Department

CRH:mlt

cc J. A. Dugan

January 11, 1959

FROM: C. R. Holland

TO: H. J. McQuiston

SUBJECT: Arnold W. Rasmussen, et ux.  
File PE-1614  
132 kv rights of way in Polcroft Borough

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C. R. Holland  
Real Estate Department

CRH:mtt

cc J. A. Dugan

LAW OFFICES

LUTZ, FRONEFIELD, WARNER & BRYANT

11 SOUTH OLIVE STREET

MEDIA

DELAWARE COUNTY, PA.

HOWARD M. LUTZ  
EDWARD H. F. FRONEFIELD  
WENDELL E. WARNER  
EDWARD H. BRYANT, JR.  
JOSEPH T. LABRUM, JR.  
EDWARD F. CANTLIN  
RAYMOND U. MUELLER, JR.

ARTHUR L. REEVE (1905-1951)
RAYMOND E. ZICKEL (1924-1951)
LOWELL G. 3100

CRH

JP

February 18, 1958

Philadelphia Electric Company  
1008 Walnut Street  
Philadelphia, Pennsylvania

Re: Borough of Folcroft Right of  
Way -- Arnold Rasmussen

Attention: Mr. C. R. Holland

Dear Mr. Holland:

When you saw me about the above matter on February 5, 1958, you indicated that you would furnish me with a Plot Plan of Mr. Rasmussen's property, showing exactly what land will be appropriated by your Company. I would appreciate this Plan at your early convenience so that I can take this matter up with Mr. Rasmussen in detail. Please be sure to show on the Plan the exact measurements and areas which your Company desires and the location of the whole property.

You also indicated to me at our meeting that your Company would employ H. Leonard Paret as your Appraiser. Without prejudice and without agreeing to be bound by Mr. Paret's estimate of damage, I certainly would like to have it before me when I talk with my client.

I cannot do anything further in the matter until I receive the Plan and measurements etc. as above outlined.

Very truly yours,

*Edward H. Bryant, Jr.*

Edward H. Bryant, Jr.

EHB,Jr/eg  
CC To: Mr. Arnold Rasmussen  
E-3532

**ASSOCIATES**

E. G. HEFFRON  
 GERTRUDE M. HEFFRON  
 J. J. MULCAHY  
 FRANCIS V. MULCAHY

**GEO. M.  
 HEFFRON**  
*Realtor*

PHONE 3-5591  
 108 EAST FIFTH STREET  
 CHESTER, PA.

RECEIVED		
FEB 26 1958		
A. J. McQUISTON		
M.G.E.		H.O.
	J.D.	
	D	
R.S.	Col.	FILE

*File  
 CRV*

February 15, 1958

*PE-1614*

Philadelphia Electric Company  
 1000 Chestnut Street  
 Philadelphia, Perma.

Attn: Mr. Jack Dugan  
 In Re: Maple Avenue, Folcroft  
 Arnold W. Rasmussen, Et Ux

Gentlemen:

In accordance with your request, I inspected the above captioned property and the 3.3 Acres plotted off on the Plan has in my opinion, a FAIR MARKET VALUE of TWENTY-FIVE HUNDRED (\$2500.00) DOLLARS.

Attached hereto is my Report.

Very truly yours,

*Geo. M. Heffron*

GEO. M. HEFFRON

P.S.

Pictures will be mailed under separate cover when they are developed.

February 15, 1958

Maple Ave., Folcroft

PREMISES:

Southeast side of Maple Avenue 538.85' Northeast of Marsh Road, Folcroft Borough, Delaware County, Penna. 18.5 Acres ±.

NEIGHBORHOOD:

Most of the land in the surrounding area is used for farmland. The greater number of farm houses and tenant houses are in fair to poor condition.

SITE:

Maple Avenue is an unimproved narrow road bed. The land grades slightly down from the road to the Big Thoroughfare Creek. An area of approximately 3.3 Acres, fronting on Maple Avenue is tillable and is presently used for farming purposes. None of this area is affected by the taking. The remainder of this tract is swampland or is under water, to-day frozen over.

ZONING:

I have been informed by the Secretary of Folcroft Borough that this area is zoned "C" Agricultural. Although single or twin homes may be erected on this Site, a zoning exception would be required for row homes.

There is an Ordinance in the Folcroft Borough effective since 1951, prohibiting Dumps.

February 15, 1958

Maple Ave., Folcroft

MARKET DATA:

Delmar Village, a large row housing development near by was purchased about 5 or 6 years ago by John McClatchy from Sharpe and Dohme at \$750 per acre. There was about 170 acres in the tract.

Deed: The Philadelphia Brick Company to the School District of Darby Township, 6.9023 acres, Recorded November 27, 1956. Consideration \$13,804.60 or \$2,000 per acre. Better ground than subject property. DB 1805 Page 286 adjoins the following sale with frontage on Calcon Hook Road.

S.W. corner Hook Road and Calcon Hook Rd. The Philadelphia Brick Co. to Jean Crowther 10.7220 acres more or less. Consideration \$20,000 Recorded-August 20, 1957 DB 1860 Page 530.

Deed: Ida Weaver, et al to Earl Fetterolf, et ux, dated 3-15-49 Recorded 3-16-49 DB 1467 Page 290, Small dwelling and lot Marsh Road 280.27 + 189.98' NW of North side of Columbia Avenue thence NW 327.96 x NE 430.85 x SE 318.72 x SW 274.81 + 136.82 containing 3.23 acres ±. Consideration \$8,000

On September 9, 1951 - Charles Klass purchased 3.0053 Acres DB 1593 Page 124 with two story frame house \$5800

There are very few Comparable Sales due to the fact subject land is marsh land.



February 15, 1958

Maple Ave., Folcroft

PROBLEM:

Value of 143,750 sq.ft. or 3.3 acres, plus  
damage to remainder of a 18.5 acre tract of  
vacant ground.

"Before Value" of 4.4 acres	
with 574.75' Road frontage	
of useable land @ \$1200 per acre	\$5280
14.1 acres of swamp land @ \$500	<u>7050</u>
	\$12,330 say \$12,500

" After Value"	<u>10,000</u>
Value of 3.3 acres plus severance	\$ 2,500

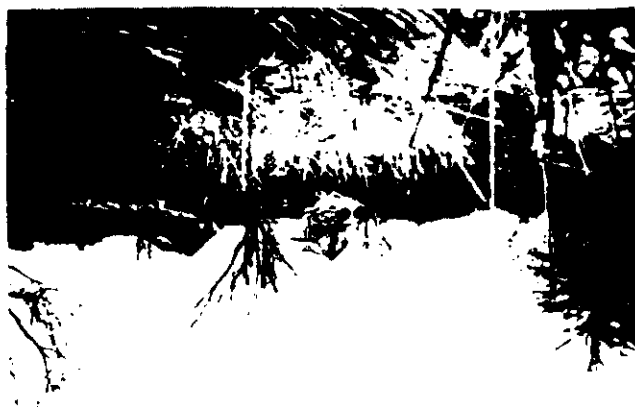
Break Down

3.3 Acres @ \$500	* \$1650
Loss in value to 14.1	
Acres	<u>850</u>
	\$2500

CERTIFICATION:

I certify that I have no personal interest,  
present or prospective, in the above described property;  
my employment in the capacity of an Appraiser is in no  
way contingent upon the amount of my valuation; that I  
have come to my opinion upon an inspection of the pro-  
perty, a study of the data obtained and in my knowledge  
of Real Estate Values.

George M. Haffner  
APPRAISER



Maple Avenue, Folcroft

Arnold W. Rasmussen, Et Ux

Geo. M. Heffron

Feb. 15, 1958



Marble Avenue, Folcroft

Arnold W. Rasmussen, Et Ux

Geo. M. Heffron

Feb. 15, 1958



Maple Avenue, Folcroft

Arnold Rasmussen, E+ Ux

Geo. M. Heffron

Feb. 15, 1958



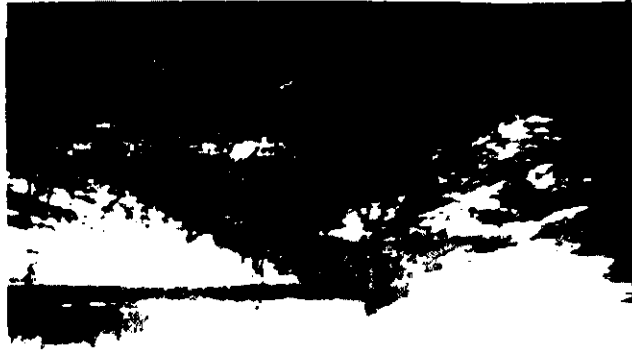


Maple Avenue, Folcroft

Arnold W. Rasmussen, Et Ux

Geo. M. Heffron

Feb. 15, 1958



Maple Avenue, Folcroft

Arnold W. Rasmussen, Et Ux

Geo. M. Heffron

Feb. 15, 1958



Maple Avenue, Folcroft

Arnold W. Rasmussen, Et Ux

Geo. M. Heffron

Feb. 15, 1958



Maple Avenue, Folcroft

Arnold W. Rasmussen, Et Ux

Geo. M. Heffron

Feb. 15, 1958

**ASSOCIATES**

E. G. HEFFRON  
GERTRUDE M. HEFFRON  
J. J. MULCAHY  
FRANCIS V. MULCAHY

**GEO. M.  
HEFFRON**  
*Realtor*

PHONE 3-5591  
108 EAST FIFTH STREET  
CHESTER, PA.

FEB 28 1958		
H. J. McQUISTON		
M.G.E.		H.O.
	J.D.	
R.S.	McL.	FILE

February 15, 1958

Philadelphia Electric Company  
1000 Chestnut Street  
Philadelphia, Penna.

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In Re: Maple Avenue, Folcroft  
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GEO. M. HEFFRON

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February 15, 1958

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**ZONING:**

I have been informed by the Secretary of Folcroft Borough that this area is zoned "G" Agricultural. Although single or twin homes may be erected on this Site, a zoning exception would be required for row homes.

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February 15, 1958

Maple Ave., Folcroft

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February 15, 1958

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Value of 143,750 sq.ft. or 3.3 acres, plus  
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with 574.75' Road frontage	
of useable land @ \$1200 per acre	\$5280
14.1 acres of swamp land @ \$500	<u>7050</u>
	\$12,330 say \$12,500

" After Value"	<u>10,000</u>
Value of 3.3 acres plus severance	\$ 2,500

Break Down	
3.3 Acres @ \$500	\$1650
Loss in value to 14.1	
Acres	<u>850</u>
	\$2500

CERTIFICATION:

I certify that I have no personal interest,  
present or prospective, in the above described property;  
my employment in the capacity of an Appraiser is in no  
way contingent upon the amount of my valuation; that I  
have come to my opinion upon an inspection of the pro-  
perty, a study of the data obtained and in my knowledge  
of Real Estate Values.

Geo. M. Steffron  
APPRAISER

1958

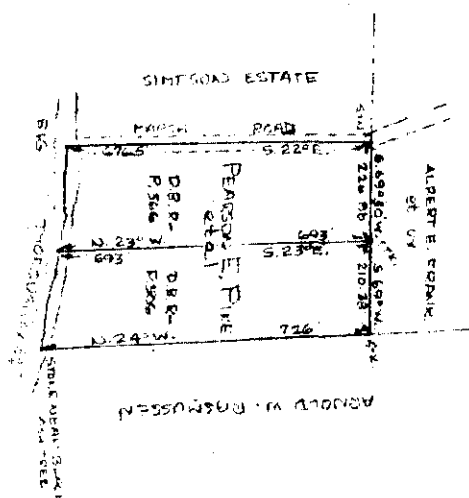
PE-1616

REAL 1

Pearson E. Pike, etal

117

FILMED



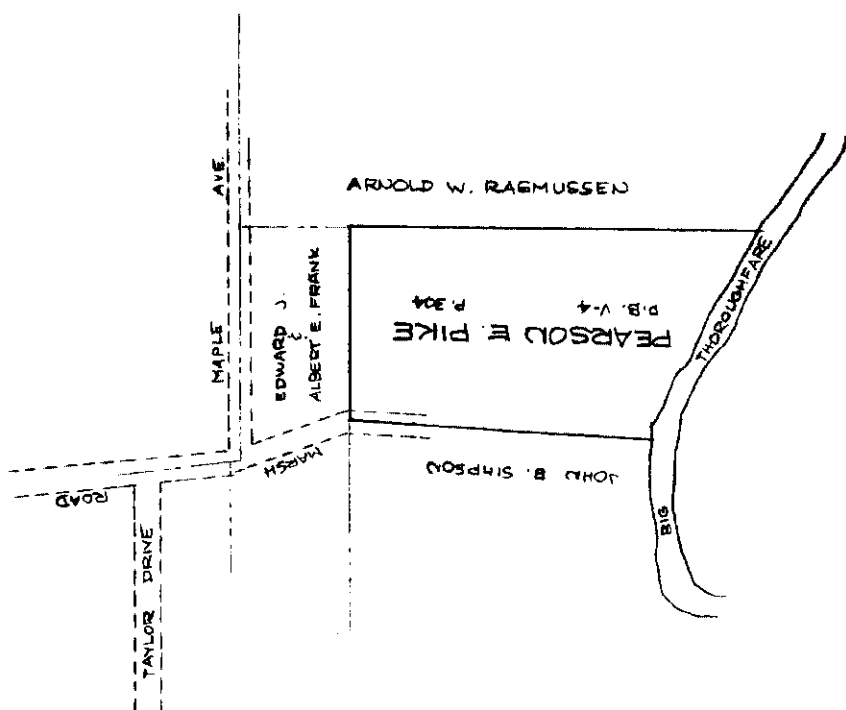
NOTE - SEE ABSTRACT

FOLCROFT BORO  
DELAWARE CO.  
PENNSA.

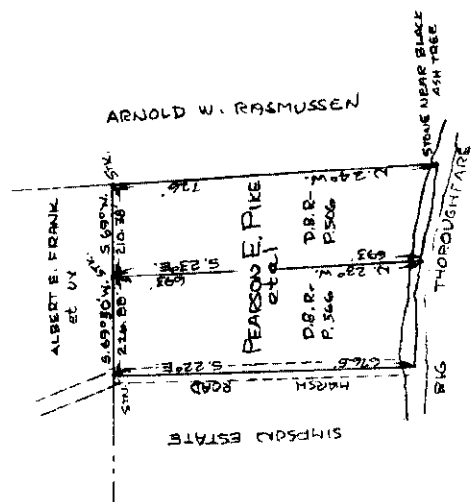
SCALE 1" = 400'

(2)

PROPERTY OF  
 PEARSON E. PIKE  
 FOLCROFT BORO  
 DELAWARE CO.  
 PENNA.  
 SCALE 1" = 400'

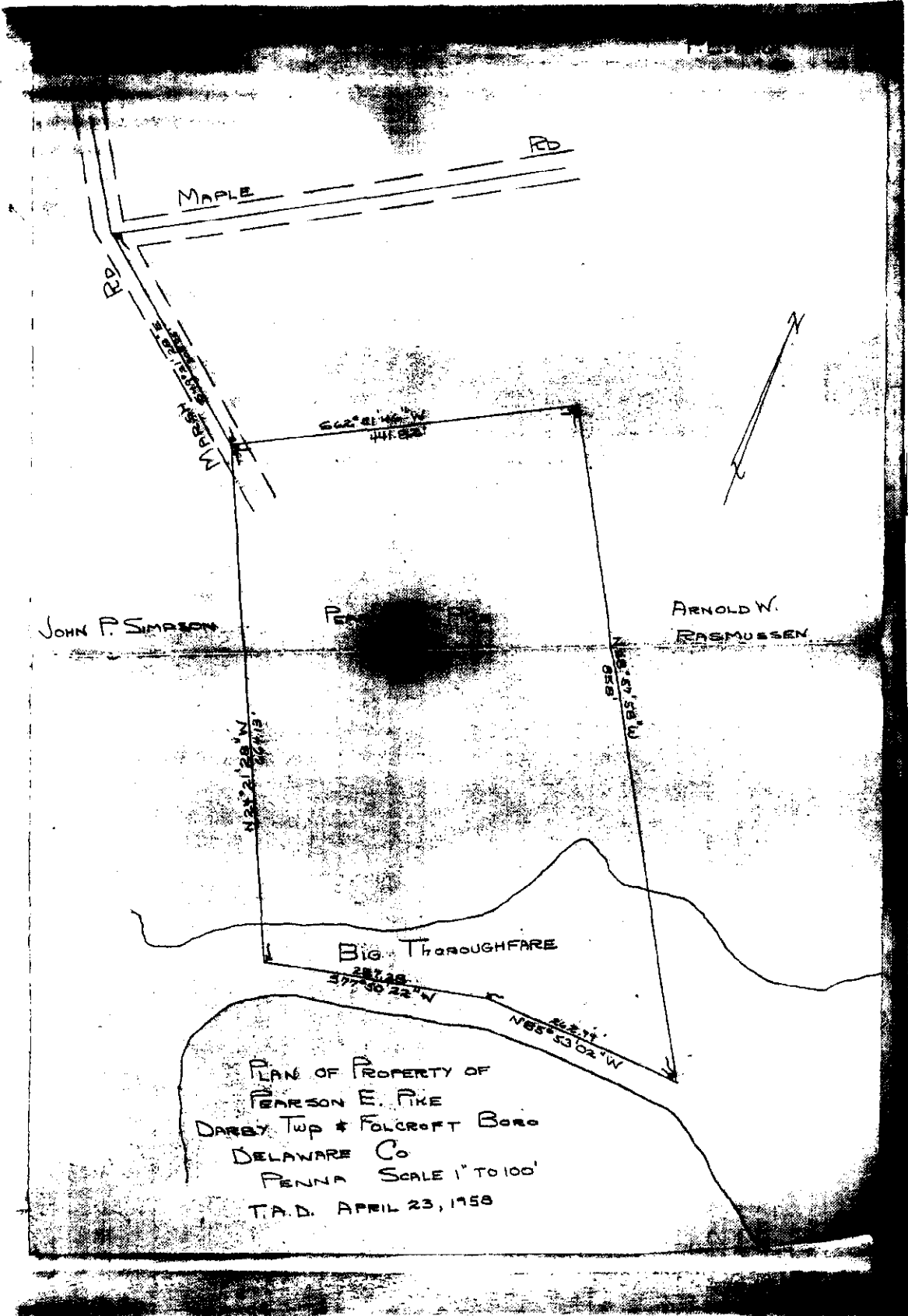


2



NOTE: SEE ABSTRACT

FOLCROFT BORO  
DELAWARE CO.  
PENNA.  
SCALE 1" = 400'





REPORT OF SETTLEMENT

PURCHASE BY PHILADELPHIA ELECTRIC COMPANY FROM PEARSON E. PIKE, ET AL.  
PREMISES: NORTHEAST SIDE OF MARSH ROAD, FOLCROFT BOROUGH, DELAWARE CO., PA.  
FILE: PE-1616

Settlement in the above matter was made Tuesday, April 1, 1958 at 3:00 P.M. in the Media office of Commonwealth Land Title Insurance Company. Those present were Mr. Robert Schroedel, Settlement Clerk, and the undersigned. The deed had been executed and delivered to the Title Company prior to settlement.

Attached are the following:

1. Filled in skeleton copy of deed.
2. Marked up Title Report.
3. Sheet showing disbursement of consideration.
4. Check for \$4.50 - brokers commission.
5. Bill for \$27.50 - additional examination fee.

According to the tax collector for the years 1954 to 1957, Mr. Robert Meyers, this property was not on the books as taxable property therefore no tax adjustment was made.

*H. M. Schenk*  
H. M. Schenk  
Right of Way Section  
April 21, 1958

HMS:mlt  
Attachments

*2/10/58*

$$\begin{array}{r} 8996 \\ 5 \\ \hline 8.097 \\ 22 \\ \hline 89 \\ 81 \\ \hline 87 \\ 81 \\ \hline 60 \\ 57 \\ \hline 60 \end{array}$$

$$\begin{array}{r} 8.097 \\ 5 \\ \hline 40.485 \end{array}$$

$$\begin{array}{r} 4. \\ \hline 9140.485 \end{array}$$

*4/10/58  
SE  
ant. R. S.*

Exp. No. B897-399M - R. Schmedel  
Premises Marsh Rd. Folesoft Boro Del. Co. Pa.  
Date 4-1-58

Sheet <sup>15</sup>2

Proceeds

8.33

Baptist Orphanage

proceeds of sale

✓ 490 00

Pearson E. Pike

proceeds of Sale

✓ 156 67

Lillian P. Appleton

proceeds of Sale

✓ 156 66

Approved

P.E.P. - Pearson E. Pike

L.P.A. - Lillian P. Appleton

B.O. - Benjamin Harrison, Jr.

COMMONWEALTH LAND

INSURANCE COMPANY  
PHILADELPHIA

# COMMONWEALTH LAND TITLE INSURANCE COMPANY

No. B 877-377 M Date 4-1-58  
 Seller Pearson E. Pike et al Office Medin  
 Purchaser Philadelphia Electric Company Clerk Robert Schnadser  
 Premises Marsh Rd. Folcroft Boro. Del Co. Pa Applicant H. J. McQuiston

Consideration	<u>Clean</u>	8 33	33
Taxes for Current Year			
Water and Sewer Rents			
Rent			
Acknowledgement of Deed		8 33	33
Paid on Account		30 00	
Taxes for Current Year	<u>1958 No Adj. - assigned</u>		
Water and Sewer Rents			
Rent			
Balance Due Seller		8 03	33

SETTLEMENT WITH SELLER				SETTLEMENT WITH PURCHASER			
Satisfaction of Mortgage				Balance Due Seller		8 03	33
				Title Company Charges		50 00	
				Additional Exam		27 50	
				450			
				Recording and Service	Deed <input checked="" type="checkbox"/> Mgs.	8 00	
				Notary Fees		2 50	
				Transfer Tax	<u>Pa State</u>	8 33	
				" "	<u>Boro</u>	8 33	
				Federal Revenue Stamps		1 10	
Taxes							
Water and Sewer Rents							
Federal Revenue Stamps							
Transfer Tax							
Notary Fees							
Held for							

TOTAL DISBURSEMENTS			
Balance Due Seller	8 03	33	
Deposited by			
Fund Necessary to Complete Settlement	9 09	09	
Check for Over Deposit			
Less: Total Disbursements			
Net Proceeds of Sale			
Deposited by Purchaser	8 81	59	
T. B. Billed	27 50		

The above settlement verified and approved, in consideration of which Commonwealth Land Title Insurance Company is directed and authorized to make distribution and payments in accordance herewith. Now made full for disposition of proceeds of the property of the company will be held until the payment of interest and any income arising there to be paid to the property of Commonwealth Land Title Insurance Company.

Seller Philip E. Pike et al Purchaser Philadelphia Electric Co.  
Robert Schnadser

No. B 877377 N

NOTICE OF ADDITIONAL CHARGE

THE BASE TITLE CHARGE FOR THIS  
INSURANCE WILL BE INCREASED BY  
THE SUM OF \$ 27.50

COMMONWEALTH LAND TITLE INSURANCE COMPANY  
420-00-100

# Commonwealth Land Title Insurance Company

No. B-877-377-M

PHILADELPHIA, December 9, 1957

The premises endorsed hereon are subject to the following items, which will be excepted in the policy unless removed:

MORTGAGES	None.
TAXES <del>REMOVED</del> <i>REMOVED</i>	Receipts for all taxes for years 1952 to 1956 Incl. must be produced. Taxes due for current year 1957.
<del>EXCEPT</del> <i>EXCEPT</i> WATER RENTS <del>REMOVED</del> <i>REMOVED</i>	<del>1958 Taxes</del> Possible unpaid bills; no liability is assumed.
SEWER RENTS <del>REMOVED</del> <i>REMOVED</i>	Receipts for sewer rents for years 1952 to 1956 Incl. must be produced. Sewer rents due for current year 1957.
MECHANICS AND MUNICIPAL CLAIMS <del>REMOVED</del> <i>REMOVED</i>	Liability for any unfilled Mechanics Liens and Municipal Claims that may be filed for work done or ordered to be done. None.
JUDGMENTS	None.
OBJECTIONS <del>EXCEPT</del> <i>EXCEPT</i>	A Title to that portion of premises in bed of Marsh Road is subject to public and private rights therein.
<del>REMOVED</del> <i>REMOVED</i>	B Survey to be produced and description verified.
<del>EXCEPT</del> <i>EXCEPT</i>	C Stream of water flows along the premises; subject to the riparian rights of owners of ground abutting said stream.
	D Subject to Right of Way granted to National Transit Co. dated 4/25/1896 and recorded in Deed Book Z-9 page 162. (attached)
	E Subject to Right of Way granted to National Transit Co. dated 11/29/1898 and recorded in Deed Book C-10 page 461 (attached)
	F Subject to Pipe Line Agreement between Isaac S. Pike and John S. Barbour dated 10/5/1882 recorded in Deed Book M-5 page 181 (attached)
<i>Removed H.C. Jordan</i>	Articles of Incorporation of Baptist Orphanage of Philadelphia to be produced as required by the Non-Profit Corp. Law of 5/5/1933 P.L. 269 and recorded in the Office for the Recording of Deeds.
<i>Removed H.C. Jordan</i>	G Liability to the Commonwealth of Pennsylvania for any unexpended balance of State appropriations under the provisions of the Act of 6/9/1911 P.L. 736.
( continued over )	
<del>EXCEPT</del> <i>EXCEPT</i> <del>REMOVED</del> <i>REMOVED</i> <del>EXCEPT</del> <i>EXCEPT</i> <del>REMOVED</del> <i>REMOVED</i>	Possible additional assessment for school taxes under Act of Jan. 14, 1952, P.L. 1944, relating to 3rd and 4th Class School Districts, or township taxes under Act of July 1, 1953, P.L. 219, relating to 1st Class Townships. Terms and conditions of any unrecorded lease. Any variation in location or dimensions and any other objections and easements which a survey for conveyance purposes would disclose or which are visible on the ground. Subject to the payment of state and local real estate transfer taxes. Proof that all parties in this transaction are of full age and legally competent. Proof that this transaction is not within the Bankruptcy or Insolvency Acts. The following items are not objections to title, but are furnished for information only.
NOTICE	
PRODUCE TAX, WATER AND SEWER RENT BILLS OR RECEIPTS FOR CURRENT YEAR	Information relating to street improvements, except where the improvement is completed, for which a lien can be filed, not being within the scope of title insurance, is not certified.

When the transaction is settled and the papers recorded (which recording should be done by the Company), a Policy of Insurance of this Company will be issued for \$ 3133 in conformity with application and this marked as Report.

125-00-00

E. Schroedel

*William C. Neil*  
ASST. VICE PRESIDENT

DARBY 001414

EXCEPT  
B-877-377-M

ON PROVISIONS CONTAINED

V. Subject to the outstanding interests of William S. Pike, Priscilla K. Pike Perry C. Pike and Isaac S. Pike Jr. parties in interest who do not join in the deed to Philadelphia Electric Co.

-2-

REMOVED

- I. (Proof that John L. Pearson Grantee in deed from Peter Longacre et ux et al dated 9/26/1829 recorded in Deed Book R page 566 and Grantee in deed from John Noblitt et ux dated July 31, 1813 recorded in Deed Book R page 506 was the Testator who died April 17, 1842 leaving Will dated September 20th, 1841 and duly proved and registered at Media, in Will Book D page 8.
- J. (Proof of death of <sup>shot</sup> Perry C. Pike Life Tenant under the Will of John L. Pearson, deceased. *deceased this life Mar 7, 1895*
- K. Proof of all the lawful child or children of the said Perry C. Pike, deceased and proof that they lived to attain the age of 21 years and were so qualified as remaindermen under the Will of the said John L. Pearson, deceased.
- L. (Proof of death of <sup>shot</sup> Hannah Pearson, sister of John L. Pearson deceased and annuitant under his Will. *deceased this life*
- M. (Proof that <sup>shot</sup> Lizzie May Pike Granddaughter of Perry C. Pike, deceased and one of the remaindermen under the Will of John L. Pearson deceased was the Testatrix who died August 2nd, 1895 leaving Will dated July 25th, 1895 duly proved and registered at Media in Will Book M page 270.
- N. (Proof that <sup>shot</sup> Isaac S. Pike one of the children of Perry C. Pike deceased and remainderman under the Will of John L. Pearson deceased was the Testator who died January 23rd, 1916 leaving will dated November 20th, 1916 duly proved and registered at Media in Will Book 27 page 385.
- O. (Proof of death of <sup>shot</sup> Annie C. Pike widow of the said Isaac S. Pike and Life Tenant under his Will. *deceased this life*
- P. (Proof that <sup>shot</sup> Priscilla K. Levis (nee Pike) one of the children of Perry C. Pike deceased and remainderman under the Will of John L. Pearson deceased was the Testatrix who died April 16th, 1931, leaving Will dated January 6th, 1922 duly proved and registered at Media in Will Book 54 page 71.

EXCEPT

P Q

- Legacies under the Will of Priscilla K. Levis, deceased.
- R. (Proof of death of <sup>shot</sup> Elizabeth C. Ashenfelter (nee Pike) widow of and Life Tenant under the Will of Pearson Pike, deceased. *deceased this life*
- S. Married name of Priscilla K. Pike, one of the present Grantors, to be furnished and further searches made.
- T. (Proof that <sup>shot</sup> Pearson E. Pike, William S. Pike, Priscilla K. Pike, Perry C. Pike, Isaac S. Pike and Lillian P. Appleton, present Grantors are the devisees under the Wills of Isaac S. Pike and Priscilla K. Levis, deceased.
- U. (Proof of death of <sup>shot</sup> Reese T. Levis, husband of and Life Tenant under the Will of Priscilla K. Levis, deceased. *deceased this life*

REMOVED

INSTRUMENTS TO  
BE PRODUCED AND  
RECORDED

Deed: Pearson E. Pike <sup>signature</sup> and <sup>Q</sup> his wife; William S. Pike and his wife; Priscilla K. Pike and her husband; Perry C. Pike and his wife; Isaac S. Pike Jr and his wife; Lillian P. Appleton, <sup>signature</sup> her husband and The Baptist Orphanage of Angora  
to Philadelphia Electric Company (Pa Corp)  
dated 3/25/58 and recorded

RECITAL

SEE PAGE 3 for Recital

ORIGINAL  
CONTINUED

BEING as to premises "A" the same premises which John Mohlitt et ux by Indenture bearing date the 31st day of July AD 1813 recorded in Deed Book "R" page 506 at Media granted and conveyed unto John L. Pearson in fee.  
AND BEING as to Premises "B" the same premises which Peter Longacre et ux et al by Indenture bearing date the 26th day of September AD 1829 and recorded in Deed Book "R" page 566 at Media granted and conveyed unto the said John L. Pearson in fee.

AND the said John L. Pearson being so thereof seized departed this life on or about the 17th day of April AD 1862 leaving a will dated the 20th day of Sept. AD 1861 duly proved and registered at Media in Will Book "D" page 8 wherein he devised the said premises unto Perry C. Pike for life and after his death to his lawful child or children and to their heirs and assigns subject to the payment of an annuity of \$50.00 a year payable to his sister Hannah during her life, provided such child or children live to the age of 21 years.

AND the said Hannah Pearson his since departed this life.

AND the said Perry C. Pike departed this life on or about the 7th day of November AD 1895 leaving to survive him a son Isaac S. Pike, a daughter Priscilla K Pike (later Lewis) and a granddaughter Lissie May Pike who was the daughter of his deceased son Pearson Pike.

AND the said Pearson Pike (son of the said Perry C. Pike) predeceased his father and departed this life on or about the 27th day of July AD 1874 leaving a will dated the 6th day of July AD 1874 duly proved and registered at Media in Will Book "F" page 344 in which the said testator failed to provide for the disposition of his real estate upon his daughter reaching the age of 21 years therefore dying intestate as to the above described premises.

AND the Orphans Court of Delaware County as of No. 4385 by decree dated the 26th day of December AD 1893 the Estate of Pearson Pike deceased was awarded to his daughter & Lissie May Pike.

AND the said Lissie May Pike, being so seized of a one third interest in fee departed this life on or about the 2nd day of August 1895 leaving a will dated the 25th day of July AD 1895 duly proved and registered at Media in Will Book "K" page 270 wherein and whereby she gave the principal of the estate she inherited through her father Pearson Pike from the said John L. Pearson to John B Hinkson in trust to pay the income to her mother Elizabeth C Ashenfelter for life and on her death to pay the principal to the Baptist Orphanage at Angora, Pa.

AND the said Lissie May Pike, having died within the space of 30 days after making her said will the bequest to the Baptist Orphanage of Angora, Pa., was void under the Acts of Assembly of the Commonwealth of Pennsylvania. AND the said Lissie May Pike departed this life unmarried and without issue and her Estate vested in her mother Elizabeth C. Ashenfelter.

AND the said Elizabeth C. Ashenfelter and Frank P. Ashenfelter her husband desiring that the provisions of the will of her daughter Lissie May Pike be carried out granted and conveyed all her interest in the Estate of Lissie May Pike deceased unto the said John B. Hinkson Trustee and upon her deceased to grant and convey, transfer and hand over to the Baptist Orphanage (now located in the City of Philadelphia, Pa.) and its successors.

AND THE SAID Elizabeth C. Ashenfelter departed this life on or about the 22nd day of July AD 1911, whereby the said one third interest of Lissie May Pike vested in the Baptist Orphanage, a Penna. corporation, one of the present grantors.

AND the said Isaac S. Pike being seized of a one third interest departed this life on or about the 23rd day of January AD 1916 dated the 20th day of November AD 1915 wherein and whereby he devised a one third interest in his real estate to his widow Annie C. Pike for life with remainder over to his children Pearson K., William S., Priscilla K., Perry C., Lillian M., Isaac S. share and share alike

AND he further devised the remaining two-thirds interest in his Estate unto his said children share and share alike.

AND the said Priscilla K. Lewis being so seized of a one-third interest in the above described premises departed this life on or about 4/16/1931 leaving Will dated 1/6/1922 duly proved and registered at Media in Will Book 54 page 71 wherein and whereby she devised the residue of her Estate to her pieces and nephews Dr. Perry C. Pike, Pearson E. Pike, William S. Pike, Dr. Isaac B. Pike, Priscilla K. Pike and Lillian M. Appleton, share and share alike.

DELAWARE COUNTY

RIGHT OF WAY: Isaac S Pike and Annie Pike  
to  
The National Transit Company, its successors and assigns,  
Dated 11/29/1898 Recorded 1/11/1899 Deed Book C-10 page 461

GRANTING the right of way to lay, maintain and operate pipe lines for the transportation of oil, and erect, maintain and operate a telegraph line, if the same shall be found necessary, over and through our lands in Darby Township, County of Delaware, Pennsylvania, bounded and described as follows:  
BEING 6 acres, 8 acres and 3 acres respectively bounded Westerly by Hook Road, Easterly by Boon lands and the 8 acres is bounded Easterly and Westerly by lands of Mrs. Lizzie F. Boon and Wm. H. Harrison with ingress and egress to and from the same. The said Isaac S. and Annie Pike to fully use and enjoy the said premises except for the purpose hereinbefore granted to said party of the second part, which hereby agree to pay any damages which may arise to crops or fences from the laying, erecting, maintaining or operating of said pipe and telegraph lines, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said Isaac S. and Annie Pike, their heirs or assigns; one by party of second part, its successors or assigns, and the third by the two so appointed as aforesaid and the award of such three persons or any two of them shall be final and conclusive.



DELAWARE COUNTY

RIGHT OF WAY: Isaac S. Pike for Pearson Pike  
To  
John B. Barbour  
Dated 10/5/1882 Recorded 12/7/1882 Deed Book M-5 page 181

GRANTING the right of way to lay pipes for the transportation of Petroleum; construct and maintain a telegraph line and operate the same, on, over and through his lands in Darby Township, Smith's Island, County of Delaware, State of Pennsylvania, bounded on the North by Little Thoroughfare Creek, on the East by lands of Isaac T. Jones, on the South by Darby Creek and on the West by Darby Creek, together with all the rights and privileges incident and necessary to the enjoyment of this grant and the removal of said pipes and telegraph line.  
In further consideration of said grant and demise, the party of the second part hereby agrees to bury the said pipes a sufficient depth so as to not interfere with the cultivation of the soil, and to pay any and all damages which may arise from the laying, maintaining or operating of said pipe lines, said damages if not mutually agreed upon to be ascertained and determined by three disinterested persons on oath, one thereof to be appointed by the party of the first part, his heirs or assigns, one by the party of the second part, his heirs or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive.

RIGHT OF WAY: Anna C. Pike and Isaac S. Pike  
To  
National Transit Company  
Dated 4/25/1896 Recorded 3/18/1897 Deed Book Z-9 page 162

GRANTING the right of way to construct, maintain and operate a telegraph line over and through my lands in Darby Township, County of Delaware, State of Pennsylvania, bounded and described as follows:  
BEING 3 acres more or less bounded West by lands of David Lewis, East by lands of Boon and others, North by a lane, South by water with ingress and egress to and from the same.  
The said Anna Pike to fully use and enjoy the said premises except for the purpose hereinbefore granted to the said National Transit Company, which hereby agrees to pay any damages which may arise to crops, or fences from the laying, maintaining or operating of said lines, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Anna Pike, her heirs and assigns; one by the said National Transit Company, its successors or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons or any two of them, shall be final and conclusive.  
The said telegraph line to be erected along and near to the shore line (at high tide) of said land.

BLOCK

LOT

APPL. NO.

B-877-377-M

**PRELIMINARIES:**

ALL THAT CERTAIN tract or parcel of ground SITUATE in the Borough of Palaroft, County of Delaware, Commonwealth of Pennsylvania, bounded and described in accordance with a survey and plan thereof made by Damon and Foster, Civil Engineers, Sharon Hill, Pennsylvania dated November 11, 1957 and revised December 6, 1957, as follows:

**BEGINNING** at a point in the title line in the bed of Marsh Road (33 feet wide) at the distance of 305.25 feet measured South 49 degrees 21 minutes 28 seconds East along the aforesaid title line from its intersection with the title line in the bed of Maple Road, produced Southwesterly, said point also being in line of ground of the Philadelphia Electric Company, formerly of Albert E. Frank, et ux, at a corner common to ground herein described and ground now or late of John P. Simpson and extending thence from said point of beginning through the bed of Marsh Road and along ground of Philadelphia Electric Company, formerly of Albert E. Frank, et ux, North 62 degrees 51 minutes 46 seconds East 441.82 feet to a point in line of ground now or late of Arnold W. Rasmussen a corner common to ground herein described and last mentioned ground; thence along said ground of Arnold W. Rasmussen the two following courses and distances: (1) South 30 degrees 27 minutes 58 seconds East 16.50 feet to a point and (2) South 28 degrees 57 minutes 58 seconds East 858 feet to a point in line of ground now or late of the Commissioners of Delaware County; thence along the last mentioned ground the two following courses and distances: (1) North 85 degrees 53 minutes 02 seconds West 262.99 feet to a point and (2) South 77 degrees 50 minutes 22 seconds West 287.28 feet to a point, a corner common to ground herein described and ground now or late of the Commissioners of Delaware County; ground of the Estate of Lorette F. Boon and ground now or late of John P. Simpson and thence along ground now or late of John P. Simpson and partly within the bed of said Marsh Road North 24 degrees 21 minutes 28 seconds West 664.13 feet to the first mentioned point and place of beginning.

Palaroft Boro  
Del. Co., Pa.**Title Report**

B-877-377-M

**Commonwealth Land  
Title Insurance Company**

Main Office:  
1510 WALNUT STREET  
PHILADELPHIA 2, PENNA.

Send a copy of this Report to the Grantor  
or Mortgagor so that all objections may be  
removed or explained before settlement.

192-00-87

DARBY 001419

# Commonwealth Land Title Insurance Company,

a Pennsylvania corporation, herein called the Company, for a valuable consideration, paid for this Policy of Title Insurance, does hereby insure the person or corporation named in Schedule A annexed as the Insured, and herein called the Insured, and all persons claiming the estate and property hereinafter mentioned under Insured by descent, by will, or under the intestate laws, and all other persons to whom this Policy may be transferred with the assent of this Company endorsed hereon, that the title of the Insured to the estate, mortgage, or interest described in said Schedule A is good and marketable and clear of all liens and encumbrances, charging the same at the date of this Policy, saving such estates, defects, objections, liens and encumbrances recited in the instrument referred to in said Schedule A, or as may be set forth in Schedule B annexed, or as may be excepted by the conditions of this Policy hereto annexed and hereby incorporated into this contract.

Liability hereunder shall not exceed the amount first set forth in said Schedule A, and no loss shall be payable hereunder, except upon compliance by the Insured with the said conditions and not otherwise.

In Witness Whereof Commonwealth Land Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, on the date first set forth in said Schedule A.

Attest:

*John D. Connor*  
Secretary



*John R. Waltz*  
President  
*Charles Dick*  
Authorized Signature

## SCHEDULE A

AMOUNT \$ 833.33

DATE April 3, 1958

POLICY NO. B 877377

ASSURED: PHILADELPHIA ELECTRIC COMPANY

1. The Estate or Interest of the Insured covered by this Policy: Owner in fee.

2. The Deed or other means by which title is vested in the Insured:

Deed: Pearson E. Pike and others to Insured, dated March 25, 1958, recorded April 3, 1958 at Media, Pennsylvania.

3. The land referred to in this Policy is described as set forth in the said instrument above mentioned and is identified as follows:

BEGINNING at a point in the title line in the bed of Marsh Road at the distance of 305.25 feet measured South 49 degs. 21 mins. 28 secs. East along the aforesaid title line from its intersection with the title line in the bed of Maple Road, Borough of Folcroft, County of Delaware, Pennsylvania.

## SCHEDULE B

(Unless otherwise specifically excepted herein, this Policy insures that no restriction upon the sale or occupancy of insured premises on the basis of race, color or creed, has been filed of record at any time subsequent to February 15, 1950, and prior to the recording of the security instrument described under Schedule A:2 hereof.)

Showing estates, defects or objections to title and liens or encumbrances thereon which do or may now exist and against which the Company does not agree to insure, and also showing special risks insured against when so stated.

1. Any variation in location or dimensions and any other objections and easements which a survey for conveyance purposes would disclose, or which are visible on the ground.
2. Taxes for 1958.
3. Title to that portion of premises in bed of Marsh Road is subject to public and private rights therein.
4. Stream of water flows along the premises; subject to the riparian rights of owners of ground abutting said stream.
5. Subject to Right of Way granted to National Transit Co. dated April 25, 1896, and recorded in Deed Bk. Z-9 page 162.
6. Subject to Right of Way granted to National Transit Co. dated November 29, 1898 and recorded in Deed Bk. C-10 page 461.
7. Subject to Pipe Line Agreement between Isaac S. Pike and John B. Barbour, dated October 5, 1882 recorded in Deed Bk. M-5 page 181.
8. Possible additional assessment for school taxes under Act of January 14, 1952, P.L. 1944, relating to 3rd and 4th Class School Districts, or Township Taxes under Act of July 1, 1955, P.L. 219, relating to 1st Class Townships.
9. Subject to the outstanding interest of William S. Pike, Priscilla K. Pike, Perry C. Pike and Isaac S. Pike, Jr. in interest who do not join in the deed to Philadelphia Electric Company.
10. Legacies under the Will of Priscilla K. Levis, deceased.

Transfers of this policy may be approved on behalf of Commonwealth Land Title Insurance Company at the Main Office, 1510 Walnut Street, Philadelphia 2, Pa.

[illegible]

1 Commonwealth Land Title Insurance Company will, at its own cost, defend the Insured in all actions of ejectment or other proceedings founded upon a claim of title, lien or encumbrance prior in date to this Policy, and not excepted therein. In case any person having an interest in this Policy shall receive notice or have knowledge of any such action or proceeding, it shall be the duty of such person at once to notify the Company thereof in writing, and secure it the right to defend the action. Unless the Company is so notified within fifteen days, the insurance shall be void as to such person.

2. Any untrue statement or suppression of any material fact, made by or with the knowledge of the Insured prior to the issuance of the Policy, shall void the Policy; but an assignee for value to whom the Policy has been transferred with the assent of the Company endorsed thereon, shall not be affected by any untrue statements or answers, or suppression or breach of warranty contained in the application, of which such assignee was ignorant at the time the assent to the transfer was endorsed by the Company.

3. Estates, defects, objections, liens and encumbrances created or suffered by the Insured, or for which the Insured was liable or responsible at the date of this Policy, or which were known to the Insured and not disclosed to the Company prior to the issuance of this Policy, are excepted from this insurance.

4. Where the liability of the Company is solely to the holder of a Policy as collateral security, such liability shall in no case exceed the amount of the pecuniary interest of such holder in the property described, nor shall it exceed the amount of the sum insured, nor shall it exceed the amount of the sum insured less the amount secured; but if the holder hereof as aforesaid shall purchase such estate or interest at a public sale thereof, under foreclosure or other proceedings, then the liability of the Company shall be limited to the amount of the Policy to such purchaser, subject to the conditions and limitations contained herein, with the same liability as if the said purchaser were still holding the property insured; and if the said holder hereof shall purchase the property after conveyance of the interest so purchased, and take back in the name of such insured a purchase money mortgage secured thereon, the Company will approve a further assignment of this Policy to the insured as such mortgagee, subject to the same conditions as aforesaid.

5. The Policy, when issued to an owner of real estate other than a ground rent, shall not be transferable excepting as collateral security to holders of mortgages secured upon, or ground rents issuing out of, said real estate, or to the holders of other liens thereon.

The Policy may, however, be freely transferred:

- (a) To the assignee of a ground rent, mortgage or other encumbrance, the title to which is insured by the Policy
- (b) To any grantee or assignee of the estate or interest of the Insured.

6. In case of transfers of the Policy, estates, defects, objections, liens, and encumbrances arising after the date of the Policy, or created or suffered by the insured, are not to be deemed covered by the contract.

No such transfer will be valid until it shall have been approved on behalf of the Company; and such approval may be refused if not applied for within thirty days after the conveyance or assignment of the interest insured. The Company will be entitled to a fee of five dollars for each transfer approved.

7. All liability under this Policy shall cease by the transfer of the title or interest insured, except where the Policy is transferable under conditions

and A and its transfer has been approved as provided in condition 5; provided, however, that, subject to compliance by the Insured with the other provisions of this Policy, if the Insured conveys the estate or interest in, or the right to possession of, any real estate, whether by deed, mortgage, or any other instrument, or by deed or other instrument containing a covenant or warranty of title, express or implied, the Company will indemnify the Insured against any loss suffered by the Insured under such covenant or warranty of title, for any estates, defects, objections, liens or encumbrances existing at the date of this Policy, and not excepted herein, (unless such loss is determined to be due to the negligence of the Insured), if judicially determined to be due by a court of last resort, or such judicial determination thereof having been waived in writing by the Company as a condition of the payment of the loss, except to the extent provided in the provisions of Condition No. 1 of this Policy. Such indemnity shall be personal to the Insured and shall not extend to the Insured's transferee or any other person, firm or corporation, either directly or indirectly, and may not be assigned to any person, firm or corporation, by deed, mortgage, or by execution, attachment, subrogation or otherwise.

8. All payments under this Policy, or any owner's policy issued to the Insured's vendee or vendee covering any part of the property described herein, shall reduce the amount of insurance pre-tax, and the payment shall be made to the Insured. If the Insured is not the owner of the property, and if the Policy be lost or destroyed, indemnity satisfactory to the Company, must be furnished. It is expressly understood and agreed that any loss payable under this Policy may be applied by the Company to the payment of any mortgage or other indebtedness secured by the property, or to the payment of or which may be held by the Company, and the amount so paid shall also be deemed a payment to the Insured under this Policy. The aggregate liability of the Company under this Policy and any policy issued to the holder of such mortgage or deed of trust shall not exceed the amount of this Policy.

9. Whenever the Company shall have settled a claim under this Policy, it shall be entitled to all the rights and remedies which the Insured would have had against any other person or property had the Policy not been issued. The Insured undertakes to transfer to the Company such rights, or payments do not cover the loss of the Insured, the Company shall be interested in such rights with the Insured, in the proportion of the amount paid to the amount of the loss not thereby covered. The Insured warrants that such right of subrogation shall vest in the Company unaffected by any act of

10. If claim be made because of unmarketability, or defect of title, or of legal encumbrance not excepted in this Policy, the Company shall have the right to take the estate or interest insured at its then market value, irrespective of the alleged estate, defect, objection, lien or encumbrance, and shall be entitled to a conveyance thereof, with proper allowance for all such estate, defects, objections, liens or encumbrances not insured against by this Policy, and the proceeds of the claim shall be paid to the claimant under this Policy until thirty days after notice, in writing, of such claim in the event of a disagreement as to the value, the same shall be fixed by a majority of three appraisers, one chosen by the Company, one by the Insured, and one by the two thus chosen, the valuation thus fixed shall be final and conclusive.

Standard Policy - 70-02-29

**D.**

C.G.

## ה.ה.

**COMMONWEALTH LIFE**  
*Life Insurance Company*



## Valuable Document

# Title Insurance Policy

No. B 877377

November 8, 1957

SUBJECT: File PE-1616

Mr. Pearson E. Pike  
Mr. and Mrs. Harry H. Appleton  
Romain C. Hassrick, Esq.

Dear Sirs and Madams:

Under terms of an Agreement dated May 17, 1957, Pearson E. Pike, Harry H. Appleton and wife, and the Baptist Orphanage gave this company an option for a period of one hundred eighty days (180) from the date thereof or on or before November 13, 1957, to purchase all your right title and interest of, in and to a parcel of ground situate on the east side of Marsh Road and the north side of Big Thoroughfare Creek in the Borough of Folcroft, County of Delaware, Pennsylvania, and more particularly described therein.

In accordance with the terms of said option, you, as the owners or agent for the owners, are hereby notified that we hereby exercise said option and shall arrange to complete settlement within sixty (60) days from the date of this letter.

Very truly yours,

  
H. J. McQuiston  
Real Estate Agent

HCO:ede

SENT REGISTERED MAIL  
RETURN RECEIPT REQUESTED

Mr. Pearson E. Pike  
State Road, Media, Pa.

Mr. and Mrs. Harry H. Appleton  
23 East 5th Street, Media, Pa.

Romain C. Hassrick, Esq.  
1730 Land Title Bldg.  
Philadelphia 10, Pa.

*Ret 6-0700*

PF-1616

Low

WHEREAS, the undersigned are the owners of premises situate in the Borough of Folcroft, County of Delaware and Commonwealth of Pennsylvania, comprising approximately 6 acres of ground, described in Deed dated the 31st day of July in the year 1813, and recorded in the Office of the Recorder of Deeds of said County and Commonwealth, in Deed Book No. R, at page 506 &c., and in Deed dated the 26th day of September, 1829 and recorded in Deed Book R, page 566.

NOW THIS OPTION AGREEMENT WITNESSETH, That in consideration of the sum of \$10.00 paid to the undersigned, the receipt whereof is hereby acknowledged, the undersigned (hereinafter referred to as "Sellers") hereby give unto PHILADELPHIA ELECTRIC COMPANY (hereinafter referred to as "Buyer"), the option, to be exercised as hereinafter provided at any time within 180 days after the date hereof, of purchasing for the price or sum of \$1500.00.

May 14  
June 30  
July 31  
Aug 31  
Sept. 30  
Oct 31  
Nov 13  
180

All That Certain lot or parcel of ground situate on the easterly side of Marsh Road and bounded on the north by lands now or late of Albert E. Frank et ux; on the east by land now or late of Arnold W. Rasmussen; on the south by Big Thoroughfare and on the west by said Marsh Road and more particularly shown outlined in red crayon on the blueprint plan hereto attached and made part hereof.

It is further understood and agreed that:

1. Buyer is granted the right to make surveys of said parcel of ground during the option period, and, upon exercise of the option, shall have the right to immediate possession of said parcel of ground.

2. Neither party shall be obligated to construct or maintain any fences along said parcel of ground.

3. This option may be exercised at any time before the expiration thereof by notice delivered personally or mailed by registered mail to the undersigned, or to Romain C. Hassrick, Esq., 1730 Land Title Bldg., Philadelphia 10, Pa. the representative of Sellers, at 1730 Land Title Building, Philadelphia 10, Pa. Sellers hereby certify that the above is the correct name and post-office address of their representative to whom they desire and direct Buyer to mail or deliver all notices and payments pertaining to this agreement.

4. Upon the exercise of this option it shall be and becomes an Agreement of Sale between Sellers and Buyer, and settlement shall be made upon the following terms and conditions:

(a) Settlement to be made at a convenient place designated in said notice, within sixty (60) days from the date of said notice.

(b) Upon the payment of the purchase price, less the amount paid for this option, Sellers shall execute and deliver a Deed conveying to Buyer said parcel of ground in fee simple, free and clear of all liens and encumbrances. The Deed shall be prepared by Buyer and acknowledged, stamped and recorded at Buyer's expense.

5. This agreement shall be binding upon and inure to the benefit of the executors, administrators, heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Sellers have hereunto set their hands and

seals on this  
A.D. 1957.

17<sup>th</sup>

day of

May

Signed, sealed and delivered  
in the presence of:

Anna-Ruth T. Cushman

Darron E. Pike (SEAL) ✓  
Pearson E. Pike

his wife, if any

William S. Pike

his wife, if any

Priscilla K. Pike

her husband, if any

Perry C. Pike

his wife, if any

Isaac S. Pike, Jr.

his wife, if any

Lillian P. Appleton (SEAL) ✓  
Lillian P. Appleton

Harry H. Appleton (SEAL)  
her husband, if any

436 5th St, Melin

Attest

Walter M. Henry  
Secretary

By

Charles S. Watton Jr.  
President

BAPTIST ORPHANAGE, A PA. CORP.

We, the undersigned, hereby agree to extend this Agreement for a period of sixty (60) days; that is, until March 8, 1958.

Pearson E. Pike (SEAL)  
Pearson E. Pike

Lillian P. Appleton (SEAL)  
Lillian P. Appleton

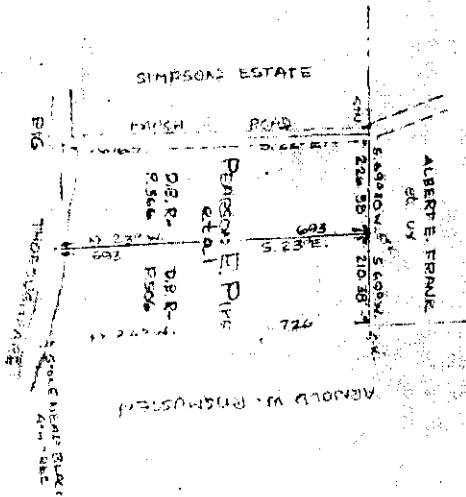
Attest:

BAPTIST ORPHANAGE

By

John (Hoskins, Jr.)





NOTE: SEE ABSTRACT

FOLCROFT BORO  
DELAWARE CO.  
PENNA.

SCALE 1" = 400'

—AND the said ELIZABETH C. ASHENFELTER departed this life on or about the twenty-second day of July, A.D. 1911, whereby the said one-third interest of LIZZIE MAY PIKE vested in the BAPTIST ORPHANAGE, a Pennsylvania corporation, one of the present grantors;

—AND the said ISAAC S. PIKE, being seized of a one-third interest, departed this life on or about the twenty-third day of January, A.D. 1916, leaving a Will dated the twentieth day of November, A.D. 1915, duly proved and registered at Media in Will Book 27, page 385, wherein and whereby he devised a one-third interest in his real estate to his widow, ANNIE C. PIKE for life with remainder over to his children PEARSON E., WILLIAM S., PRISCILLA K., PERRY C., LILLIAN P., ISAAC S. share and share alike, and he further devised the remaining two-thirds interest in his Estate unto his said children, share and share alike;

—AND the said ANNIE C. PIKE departed this life on or about May 3, 1940;

—AND the said PRISCILLA K. LEVIS being so seized of a one-third interest in the above described premises departed this life on or about April 16, 1931, leaving Will dated January 6, 1922, duly proved and registered at Media in Will Book 54, page 71, wherein and whereby she devised the residue of her Estate to her nieces and nephews DR. PERRY C. PIKE; PEARSON E. PIKE; WILLIAM S. PIKE; DR. ISAAC S. PIKE; PRISCILLA K. PIKE and LILLIAN P. APPLETON, share and share alike.

—TOGETHER with all and singular the improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantors, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof.

—TO HAVE AND TO HOLD the said lot or piece of ground above described, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its Successors and Assigns, to and for the only proper use and behoof of the said Grantee, its Successors and Assigns forever.

—AND the said PEARSON E. PIKE and LILLIAN E. APPLETON, for themselves and their Heirs, Executors, and Administrators do by these presents covenant, grant and agree, to and with the said Grantee, its Successors and Assigns, that they, the said PEARSON E. PIKE and LILLIAN E. APPLETON and their Heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its Successors and Assigns, against them, the said PEARSON E. PIKE and LILLIAN E. APPLETON and their Heirs, and against all and every other Person and Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from, or under him, her, them or—

any of them, Shall and Will WARRANT and forever DEFEND.

— AND the said BAPTIST ORPHANAGE, for itself and its Successors does by these presents covenant, grant and agree to and with the said Grantee, its Successors and Assigns, that it, the said BAPTIST ORPHANAGE and its Successors all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its Successors and Assigns, against it, the said BAPTIST ORPHANAGE and its Successors, and against all and every other Person and Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, them or any of them, Shall and Will WARRANT and forever DEFEND.

— IN WITNESS WHEREOF, the said PEARSON E. PIKE and LILLIAN F. APPLETON have hereunto set their hands and seals and the said BAPTIST ORPHANAGE has caused its common or corporate seal to be hereunto affixed, duly attested, the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

Anna Betta T. Cushman Pearson E. Pike (SEAL)  
Pearson E. Pike  
Anne B. Pyle Lillian F. Appleton (SEAL)  
Lillian F. Appleton

BAPTIST ORPHANAGE

By

Charles S. Walton Jr.  
President

— Attest: —

Walton M. Henry  
Secretary

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Delaware

— On this, the 25<sup>th</sup> day of March, 1958,  
before me, a Notary Public, the undersigned officer,  
personally appeared PEARSON E. PIKE, Singleman, known to me (or  
satisfactorily proven) to be the person whose name is subscribed  
to the within instrument, and acknowledged that he executed the  
same for the purposes therein contained.

— In Witness Whereof, I hereunto set my hand and official seal. —

Anne B. Pyle  
Notary Public  
My Comm exp. 1-20-59

(S. 77° 50' 22" W.) two hundred eighty-seven feet and twenty-eight one-hundredths of a foot (287.28') to a point, a corner common to ground herein described and ground now or late of the Commissioners of Delaware County, ground of the Estate of Lizzie F. Boom and ground now or late of John P. Simpson and thence along ground now or late of John P. Simpson and partly within the bed of said Marsh Road North twenty-four degrees twenty-one minutes twenty-eight seconds West (N. 24° 21' 28" W.) six hundred sixty-four feet and thirteen one-hundredths of a foot (664.13') to the first mentioned point and place of beginning.

— BEING the same premises which JOHN L. PEARSON acquired in fee, by two (2) separate Indentures, ONE THEREOF from JOHN MOBLITI, by Indenture bearing date the thirty-first day of July, A.D. 1813, and recorded in the Office for the Recording of Deeds &c., in and for the County of Delaware, aforesaid, in Deed Book "R", page 506 &c., AND THE OTHER THEREOF from PETER LONGACRE, ET UX, ET AL., by Indenture bearing date the twenty-sixth day of September, A.D. 1829 and recorded in the Office aforesaid, in Deed Book "R", page 566 &c.

— AND the said JOHN L. PEARSON being so thereof seized departed this life on or about the seventeenth day of April, A.D. 1842, leaving a Will dated the twentieth day of September, A.D. 1841, duly proved and registered at Media in Will Book "D", page 8, wherein he devised the said premises unto PERRY C. PIKE for life and after his death to his lawful child or children and to their heirs and assigns subject to the payment of an annuity of \$50.00 a year payable to his sister HANNAH during her life, provided such child or children live to the age of twenty-one years;

— AND the said HANNAH PEARSON has since departed this life;

— AND the said PERRY C. PIKE departed this life on or about the seventh day of November, A.D. 1895, leaving to survive him a son ISAAC S. PIKE, a daughter PRISCILLA K. PIKE (LATER LEVIS) and a granddaughter LIZZIE MAY PIKE who was the daughter of his deceased son PEARSON PIKE;

— AND the said PEARSON PIKE (son of the said PERRY C. PIKE) predeceased his father and departed this life on or about the twenty-seventh day of July, A.D. 1874, leaving a Will dated the sixth day of July, A.D. 1874, duly proved and registered at Media in Will Book "F", page 344, in which the said testator failed to provide for the disposition of his real estate upon his daughter reaching the age of twenty-one years, therefore dying intestate as to the above described premises;

— AND the Orphans Court of Delaware County as of No. 4385 by decree dated the twenty-sixth day of December, A.D. 1893, the ESTATE OF PEARSON PIKE, deceased, was awarded to his daughter LIZZIE MAY PIKE;

✓ — AND the said LIZZIE MAY PIKE, being so seized of a one-third interest in fee departed this life on or about the second day of August, 1895, leaving a Will dated the twenty-fifth day of July A.D. 1895, duly proved and registered at Media in Will Book "M", page 270, wherein and whereby she gave the principal of the estate she inherited through her father PEARSON PIKE from the said JOHN L. PEARSON to JOHN B. HINKSON, IN TRUST, to pay the income to her mother ELIZABETH C. ASHENFELTER for life and on her death to pay the principal to the BAPTIST ORPHANAGE at Angora, Pa.;

— AND the said LIZZIE MAY PIKE, having died within the space of thirty days after making her said Will the bequest to the BAPTIST ORPHANAGE of Angora, Pa., was void under the Acts of Assembly of the Commonwealth of Pennsylvania;

— AND the said LIZZIE MAY PIKE departed this life unmarried and without issue and her Estate vested in her mother ELIZABETH C. ASHENFELTER;

— AND the said ELIZABETH C. ASHENFELTER and FRANK P. ASHENFELTER, her husband, desiring that the provisions of the Will of her daughter LIZZIE MAY PIKE be carried out, granted and conveyed all her interest in the ESTATE OF LIZZIE MAY PIKE, deceased, unto the said JOHN B. HINKSON, TRUSTEE, and upon her deceased to grant and convey, transfer and hand over to the BAPTIST ORPHANAGE (now located in the City of Philadelphia, Pa.) and its successors;

THIS INDENTURE Made the 25<sup>TH</sup> day of MARCH

in the year of our Lord one thousand nine hundred and fifty-eight (1958) BETWEEN PEARSON E. PIKE, of the Borough of Media, SINGLEMAN, and LILLIAN B. APPLETON, also of the Borough of Media, County of Delaware, Commonwealth of Pennsylvania, WIDOW, and BAPTIST ORPHANAGE a corporation of the Commonwealth of Pennsylvania, (hereinafter called the Grantors), of the one part, and PHILADELPHIA ELECTRIC COMPANY, a corporation of the Commonwealth of Pennsylvania, (hereinafter called the Grantee), of the other part:

WITNESSETH, That the said Grantors for and in consideration of the sum of EIGHT HUNDRED THIRTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$833.33), lawful money of the United States of America, unto them well and truly paid by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its Successors and Assigns, all their estate, right, title, interest, property, claim and demand whatsoever of them the said Grantors of, in and to:

ALL THAT CERTAIN tract or parcel of ground, situate in the Borough of Folcroft, County of Delaware, Commonwealth of Pennsylvania, bounded and described in accordance with a survey and plan thereof made by Damon and Foster, Civil Engineers, Sharon Hill, Pennsylvania, dated November 11, 1957, and revised December 6, 1957, as follows:

BEGINNING at a point in the title line in the bed of Marsh Road (33' wide) at the distance of three hundred five feet and twenty-five one-hundredths of a foot (305.25') measured South forty-nine degrees twenty-one minutes twenty-eight seconds East (S. 49° 21' 28" E.) along the aforesaid title line from its intersection with the title line in the bed of Maple Road, produced southwestwardly, said point also being in line of ground of the Philadelphia Electric Company, formerly of Albert E. Frank, et ux, at a corner common to ground herein described and ground now or late of John P. Simpson and extending thence from said point of beginning through the bed of Marsh Road and along ground of Philadelphia Electric Company, formerly of Albert E. Frank, et ux, North sixty-two degrees fifty-one minutes forty-six seconds East (N. 62° 51' 46" E.) four hundred forty-one feet and eighty-two one-hundredths of a foot (441.82') to a point in line of ground now or late of Arnold W. Rasmussen, a corner common to ground herein described and last mentioned ground; thence along said ground of Arnold W. Rasmussen the two (2) following courses and distances: (1) South thirty degrees twenty-seven minutes fifty-eight seconds East (S. 30° 27' 58" E.) sixteen feet and fifty one-hundredths of a foot (16.50') to a point and (2) South twenty-eight degrees fifty-seven minutes fifty-eight seconds East (S. 28° 57' 58" E.) eight hundred fifty-eight feet (858') to a point in the bed of Big Thoroughfare Creek and in line of ground now or late of the Commissioners of Delaware County; thence along the last mentioned ground within the bed of said Big Thoroughfare Creek the two (2) following courses and distances: (1) North eighty-five degrees fifty-three minutes two seconds West (N. 85° 53' 02" W.) two hundred sixty-two feet and ninety-nine one-hundredths of a foot (262.99') to a point and (2) South seventy-seven degrees fifty minutes twenty-two seconds West—

## COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Delaware

—On this, the 25<sup>th</sup> day of March, 1958,  
before me, a Notary Public, the undersigned officer,  
personally appeared LILLIAN F. APPLETON, Widow, known to me (or  
satisfactorily proven) to be the person whose name is subscribed  
to the within instrument, and acknowledged that they executed the  
same for the purposes therein contained.

—In Witness Whereof, I hereunto set my hand and official seal.—

Anne B. Pyke  
Notary Public  
My Comm. Exp. 1-20-59

## COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Delaware

—On this, the 31<sup>st</sup> day of March, 1958,  
before me, a Notary Public, the undersigned officer,  
personally appeared Charles S. Walton, Jr., who acknowledged  
himself to be the President of BAPTIST ORPHANAGE, a corpora-  
tion, and that he as such President, being authorized to do  
so, executed the foregoing instrument for the purposes therein  
contained by signing the name of the corporation by himself as  
President.

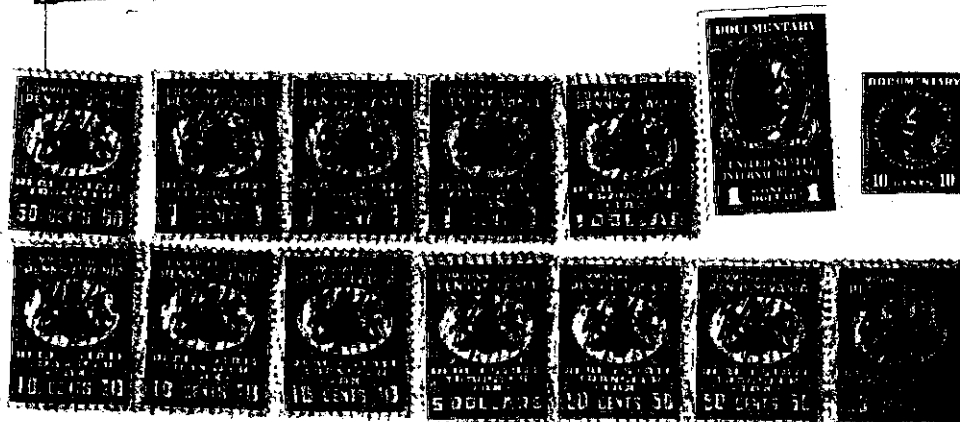
—In Witness Whereof, I hereunto set my hand and official seal.—

VALUE OF PREMISES AS DEFINED BY  
ORDINANCE IS \$ 833.33 AND TAX  
PAID ON SUCH VALUE.

COMMONWEALTH LAND  
TITLE INSURANCE COMPANY

Robert Schneider

Madeline Staller  
Notary Public  
Notary Public, Trudyville Twp., Chester Co.  
My Commission Expires December 2, 1958



The residence of the within-named Grantee is  
1000 Chestnut Street, Philadelphia 5, Pa.

*N. M. Clark*  
On behalf of said Grantee

P-877-377-M PE-1616  
COMMONWEALTH LAND  
TITLE INSURANCE COMPANY

283129

D E E D

*Clark*  
PEARSON E. PIKE,  
SINGLEMAN,  
LILLIAN P. APPLETON,  
WIFE,  
and  
BAPTIST ORPHANAGE

1927-58  
to - 1715  
PHILADELPHIA ELECTRIC COMPANY

Premises:

Folcroft Borough  
Delaware County,  
Pennsylvania

COUNTY OF DELAWARE  
PENNSYLVANIA  
REGISTERED

APR 3 - 1958

APR 1 12 20 PM '58

DEED REGISTRATION 1958

Recorded in the Office for Recording of Deeds in and for  
Delaware County, Pennsylvania, in Deed in 1958  
Book No. 1927 Page 58

Witness my hand and seal of office this Third  
day of April Anno Domini, 19 58

Joseph E. Pappano

B

*Elizabeth A. Johnston*  
Recorder of Deeds  
Deputy Recorder

P.E-1610  
March 19, 1957

Mr. J.A. Dugant

John L. Pearson acquired the tract shown on your blueprint as Pearson E. Pike, D.Bk. V-4, p. 304, by 2 deeds: one dated 9/26/1829 recorded in D.Bk. R-p. 566 and the other dated 7/31/1813 recorded in D.Bk. R-p. 506.

John L. Pearson died 4/17/1842 leaving a will dated 9/20/1841 registered in Del. Co., in W.Bk. D-p. 8, wherein he devised the above mentioned 6 ac. tract to Perry C. Pike, for life, and upon his death to his lawful child or children and their heirs and assigns.

Perry C. Pike, life tenant died 11/7/1895 leaving the following children and child of a deceased child:

Lizzie May Pike, daughter of Pearson Pike, who was a son of Perry C. Pike, decd.  
Isaac S. Pike

Priscilla K. Pike (now Lewis)

Pearson Pike, son of Perry C. Pike, decd., died 7/27/1874 leaving a will dated 7/27/1874 registered in W.Bk. F-p. 344, in which the testator failed to provide for the disposition of his real estate upon his daughter reaching 21 years of age, therefore the decedent must be considered as having died intestate as to the premises in question.

Therefore his daughter Lizzie May Pike, only heir at law, would be seized of a 1/3 interest, subject to the life estate of her mother, Elizabeth C. Ashenfelter, who died 7/22/1911.

Lizzie May Pike died 8/2/1895 leaving a will dated 7/25/1895 registered in W.Bk. M-p. 270, wherein she gave all the property which she would receive upon the death of her grandfather Perry C. Pike, unto John B. Hinkson, in trust for the life of Elizabeth C. Ashenfelter, and upon the death of Elizabeth C. Ashenfelter unto Baptist Orphanage at Angora, Pa., in fee. A bequest to a charity falls if testator does not live 30 days after the making of the will, therefore Elizabeth C. Ashenfelter and husband granted and conveyed all the right to any share of the principal under said will by release dated 10/14/1895 rec. in D.Bk. I-9, p. 55.

Isaac S. Pike died 1/23/1916 leaving a will dated 11/20/1915 registered in W.Bk. 27-p. 385 wherein he gave 1/3 of his real estate unto Annie C. Pike, for life, with remainder over to Pearson E., William S., Priscilla K., Perry C., Lillian M., Isaac S., share and share alike. The remaining 2/3 of my real estate unto my said children. Annie C. Pike died 5/3/1949.

Priscilla K. Lewis died 4/16/1931 leaving a will dated 1/6/22 reg. in W.Bk. 54-p. 71 wherein she gave her real estate unto her husband, Reese F. Lewis, for life, who predeceased her, and upon his death to my nieces and nephews: Dr. Perry C. Pike, Pearson E. Pike, William S. Pike, Dr. Isaac S. Pike, Priscilla K. Pike and Lillian M. Appleton share and share alike. All legacies in said will have been paid.

Therefore the following persons are seized of said 6 acre tract:

Pearson E. Pike,	E. State Rd., Media, Pa.	Media 6-3721
William S. Pike	?	
Priscilla K. Pike	115 E. 3rd St., Media, Pa.	Media 6-3707
Perry C. Pike	Woodland Rd., Moylan,	Media 6-0248
Isaac S. Pike, Jr.	2nd & Monroe Streets, Media, Pa.	Media 6-0291
Lillian M. Appleton	?	
Baptist Orphanage, a Pa. corp.,	58th & Thomas Ave.,	Saratoga 9-2748
	Phila., Pa.	

The above address have taken from the telephone directory.

The 6 acres tract of land has never been assessed.

I think it possible that these parties do not know they own this premises.

*Handwritten signatures:* Donald H. [unclear], [unclear], [unclear], [unclear], R.W. Kennedy





U-202 ✓	V10-377 ✓	B-1 ✓
"-228 ✓	W-154 ✓	H-1 ✓
W-131 ✓	I2-275 ✓	O11-44 ✓
D2-241 ✓	R2-175 ✓	W11-44 ✓
G2-82 ✓	V3-517 II ✓	211-622 ✓
K2-447 ✓	"-521 ✓	346-24 ✓
"-437 ✓	S3-57 ✓	341-30 ✓
-X O3-408 ✓	R3-305 ✓	341-30 ✓
"-270 ✓	"-57 ✓	A-1 ✓
"-590 ✓	P4-108 ✓	B8-1 ✓
D6-514 ✓	US-165 ✓	427-50 ✓
A6-12 ✓	A6-408 ✓	506-50 ✓
Y5-402 ✓	802 on Smith's Island	518-25 ✓
"-434 ✓	-T9-442 ✓	Up Peninsula ✓
Z5-310 ✓	U5-181 ✓	302-50 ✓
G6-557 ✓	U4-304 II ✓	501-50 ✓
N6-246 ✓	M5-165 ✓	521-50 ✓
T7-334 ✓	"-181 II ✓	501-50 ✓
M7-25 ✓	WS-507 ✓	501-50 ✓
Y7-108 ✓	A6-408 ✓	536-50 ✓
Y7-498 ✓	FL-428 ✓	371-50 ✓
M8-94 ✓	LG-240 ✓	381-50 ✓
R8-200 ✓	Y6-256 ✓	431-50 ✓
Y8-150 ✓	P7-576 ✓	431-50 ✓
"-152 ✓	Z9-163 II ✓	431-50 ✓
K9-574 ✓	N9-536 ✓	431-50 ✓
	G10-40 ✓	

HT-118 ✓	982-434 ✓
19-55 ㊟	996-72 ✓
K10-590 ✓	1038-50 ✓
G12-108 ✓	1110-211 ✓
58-542 ✓	1179-614 ✓
C10-599 ✓	1178-422 ✓
346-130 ✓	1223-200 ✓
354-201 ㊟	1247-10 ✓
385-417 ✓	1268-228 ✓
556-222 ✓	1269-247 ✓
686-552 ✓	" - 415 ✓
728-451 ✓	1272-223 ✓
1124-416 ✓	1508-620 ✓
1107-430 ✓	1595-504 ✓
1231-211 ✓	1596-524 ✓
1209-242 ✓	1751-10 ✓
1214-398 ✓	1585-198 ✓
1351-200 ✓	1694-450 ✓
1315-200 ✓	1741-200 ✓
1249-312 ✓	1475-342 ✓
1281-128 ✓	1807-362 ✓
1377-220 ✓	(12/7/56) ✓
1374-490 ✓	
1320-416 ✓	P.W. Remick
1320-66 ✓	



David Longacre and  
Hannah, his wf, David  
Dunbar and Elizabeth  
his wf, (late Longacre)  
to

John L. Pearson,

Deed  
Ack. E. J. [unclear]  
Rec. - 9-26-18  
Cons. \$158.00  
D.B.K. R - p. 566

All that lot or piece of ~~the~~ marsh  
meadow ld. situate in Darby Township  
Co., Pa.

Beg. at a stone in the Marsh, at  
a cor. of James Knowles' lot, late  
Knowles the father;  
th. alg. the sd. rd. S. 22° E. 4 P.  
Big Thoroughfare Creek,  
th. up the same 14  $\frac{1}{2}$  P. to a  
cor. of John L. Pearson's ld; th.  
th. by N. 23° W. 42 P. to a  
Knowles

th. by S. 69½° W. 13  $\frac{3}{4}$  P. to  
of beg. Cont. 3 ac. and 46 sq. rods

R. Being sa. lot or piece of meadow  
Mary, Daniel, Jacob, Rachel and  
Elizabeth Rice and Richard Rice  
Hannah, his wf, by indenture

4/10/1828 between D. B. K. and  
9/10/1828 between D. B. K. and

ORIGINAL

...info ...  
...created in Peter Longman  
Elizabeth Dunbar and their ... and ...

D E E D

Peter Longacre and  
Hannah, his wf., David  
Dunbar and Elizabeth  
his wf., (late Longacre)  
to  
John L. Pearson,

Dated 9-26-1829  
Ack. Eo die  
Rec. 9-26-1829  
Cons. \$158.00  
D.B.K. R-P 566

All that lot or piece of marsh meadow ld. situate  
in Darby Twp., Del. Co., Pa.

Beg. at a stone in the marsh rd. and a cor. of  
James Knowles ld. late Jno. Knowles the father; th. alg.  
the sd. rd. S. 22° E. 41 P. to the Big Thoroughfare Creek;  
th. up the same 14 1/2 P. to a post a cor. of Jno. L.  
Pearson's ld; (late Jos. Boon) th. by sa. N. 23° W.  
42 P. to stk. in Knowles line; th. by sa. S. 69 1/2° W. 13-3/4 P.  
to place of beg. Cont. 3 ac. and 46 sq. P.  
R. Being sa. lot or piece of Meadow which Mary, Daniel,  
Jacob, Rachel and Elizabeth Rice and Richard Gardner &  
Hannah, his wf., by indenture dated 4/10/1828 rec. in D.  
Bk. P. , g. & C. unto Robert Colvin,  
his h. & a.

And Robt. Colvin died interstate, not leaving a wife,  
issue or known kindred. Prem. vested in Peter Longacre  
and Elizabeth Dunbar and their h. and a.

John M. Blitt and  
Mary, his wife,  
to  
John L. Pearson

Dated 7/1/03  
Ack - E. L. Blitt  
Rec. - S. 21-1-10  
Cons. - \$100 per acre  
D. A. B. R. - p. 50

All that certain lot or piece of land  
situated and lying in Twp. of  
Co. of Del. Pa.

Beg. at a stone near a black  
ash tree standing by the Big Thicket  
Creek;

th. by lot of Robt. Davison (late  
Stranahan); N.  $24^{\circ}$  W.  $44^{\circ}$  P. to a  
line of Knowles' lot;

th. by same S.  $69^{\circ}$  W.  $12^{\circ}$  P. to  
a cor. of Jacob Rice's lot (late  
Boon's)

th. by same S.  $23^{\circ}$  E.  $42^{\circ}$  P. to a

th. up the same the several courses to the  
place of beg. Cont. 3 ac. @ 46 P.

R. Being a lot of ld. which I bought  
by indenture dated 10/26/1803

H. P. G. G. R. C. with  
his heirs & assigns

D E E D

John Noblitt and  
Mary, his wf.,  
to  
John L. Pearson

Dated 7-31-1813  
Ack. Eo die  
Rec. 5-21-1820  
Cons.-\$100 pounds  
D. Bk. R-P 506

All that certain lot or piece of marsh ld. situated  
and lying in Twp. of Darby, Co. of Del. Pa.

Beg. at a stone near a black ash tree standing by  
the Big Thoroughfare Creek; th. by ld. of Robt. Davison  
(late Grantham); N. 24° W. 44 P. to a stk. in line of  
Knowles ld; th. by same S. 69° W. 12-3/4 P. to a stk. a  
cor. of Jacob Rice's ld; (late Hanse Boon's;) th. by  
same S. 23° E. 42P. to sd. Thoroughfare th. up the same  
the several courses 15 P. to place of beg. Cont. 3 ac.  
& 46 P.

R. Being sa. lot of ld. which Joseph Boon by indenture  
dated 10/26/1803 rec. in D. Bk H P. 6 G. & C. unto  
John Noblitt his h. & a. forever.



Will

Will of John L. Pearson,

Dated- 9/20/1841  
\* Died- 4/17/1842  
Prob.- 4/21/1842  
Letters Test. issued to-  
Joseph Gibbons, Esq.,  
Joseph Gibbons, Jr.  
William H. Price and  
Perry C. Pike,  
W.Bk. D-p. 8  
#1031

1st I do order and direct my Executors hereinafter named to pay all my just debts and funeral expenses out of my personal estate as may be necessary for that purpose except such parts thereof as I shall hereafter dispose of.

2nd I g. and b. to William Harrison Price (a young man I brought up from a child and a grandson of ~~my~~ Jonathan Richards, decd.) all my stock of horses, cattle and swine farming utensils wearing apparel, surveying instruments, military accoutrements and household and kitchen furniture except what I hereafter g. and b. away and as it now stands in my brick house and on the prem. I now occupy including dairy utensils.

3rd I g. and b. to Perry Covington Pike also a young man I brought up from a child and also a grandson of Jonathan Richards of Aston, decd.) and who now occupies my ~~fr~~ frame house and about  $\frac{1}{2}$  of my landed possessions, my gold watch and gold spectacles large etc.

4th I g. and b. to my sister Hannah the sum of \$100 immediately after she becomes a widow (and not before) and \$50.00 annually in  $\frac{1}{2}$  yearly payments and to commence after she becomes a widow and ~~not~~ not before during her life and the sd. annuity to be paid by sd. Perry C. Pike out of the real estate I hereinafter give and devise to him during life.

5th I g. and b. to the children of Thomas P. Smith, decd. and grandchildren of my sister Ann P. Smith decd. 2 shares of my stock in Del. Co. Bank to each of them and also 2 shares of bank stock to Mary ann and Elizabeth Garrett each daughters of Ezra T. Garrett of Phila. to be transferred to them respectively immediately after my decease by my Executors hereafter named or any 2 of them.

6th I g. and b. to Ann Lyttle or Taylor a bed bedsteads the necessary bedding for the same a ~~my~~ looking glass,  $\frac{1}{2}$  dozen chairs, and irons, shovel and tongs, also \$100 in 1 year after my decease and likewise \$40.00 annually during life only and to be paid ~~in~~ semiannually out of the profits of that part of my real estate I hereafter give and devise to sd. William Harrison Price. But in case the sd. Ann Lyttle should raise up an account against my estate for more money for her services than I have already paid her (which is about \$1300) then in that case I do order and direct that she shall be paid what shall appear to be justly due and that then the aforesaid bequest of \$100 the annuity of \$40.00 be void and of none effect and the same revert back to my residuary estate and be added thereto.

7th I g. and b. to the before mentioned William Harrison Price and whom I brought up from a child my brick house and where I now dwell and the following described ld. in Ridley Twp. aforesaid. Beg. in the middle of the Post Rd. leading from Phila. to Chester and a cor. of John S. Mortons ld; th. by the line of same and Thomas Hornes to a cor. of John Erkin's ld. on the west side of Stone Creek;

continued on page 2

Will

th. by the ~~line~~ line of the same and the school house lot to the middle of the road leading to Springfield;  
th. down the sd. road about 29 P. to a peg opposite a post fence;  
th. alg. the sd. post fence and a hedge about 55 P. to a bar post set in the division (old) hedge;  
th. down the sd. hedge and alg. sd. hedge and fences crossing the post Rd. to a cor. of ld. belonging to the heirs of Thomas P. Smith, decd. (Being about 170 P.) th. by the sd. Smith's ld. S.W. wardly to a cor. post and th. by same ld. to the middle of the post rd;  
th. alg. the same to the place of beg. Cont. about 58 ac. of ld. +  
"To hold the same to him with all the improvements and appurtenances whatsoever thereunto belonging or in any wise appertaining during his life.  
I also give and devise to the sd. William Harrison Price my frame house at Darby Creek, wharf lot and road to the same with all the appurtenances and I do likewise g. and d. to sd. William H. Price my front lot of marsh meadow in Darby Twp. Del. Co., adjoining the little Thoroughfare Creek and Darby Creek cont. near 8 ac. of ld. + (being pt. of the meadow I purchased of John Knowles) reserving the privilege of a road along the footing of the bank to the back lot of meadow as now used and repaired to have and to hold the sd. frame house wharf ~~in~~ and lot ~~in~~ and marsh meadow with all the appurtenances whatsoever hereunto belonging or anywise appertaining during his life only. And after his decease I g. and d. all the aforesaid prem. with all the appurtenances to his lawful child or children and to their heirs and assigns subject to the payment of the annuity to Ann Lyttle but my further will is that if the sd. William H. Price should die without leaving lawful issue to survive him or leaving such issue who shall not live to the age of 21 years not leaving lawful issue then in that case all the aforesaid brick house buildings lands, house and wharf and lot and marsh meadow with all the appurtenances thereunto belonging or in any wise appertaining I g. and d. to the lawful child or children of the aforesaid Perry C. Pike if any should survive him and live to the age of 21 years or leaving lawful issue to hold the same to them their h. and a. subject nevertheless to the life estate of the sd. Perry C. Pike in sd. premises. But my further will is that if it should ~~so~~ happen that the sd. Perry C. Pike should die without leaving such issue ~~as~~ as aforesaid ~~in~~ then in that case I g. and d. the sd. brick house and the land attached thereto house wharf and lot and also the lot of marsh meadow with all the appurtenances whatsoever thereunto belonging or in any wise appertaining to the children of Thomas P. Smith, decd. (son of my sister Ann P. Smith, decd.) in equal shares that is share and share alike to hold the same to them their heirs and assigns forever.  
8th I g. and d. to the beforementioned Perry C. Pike (and whom I brought up from a boy) my frame and store and dwelling house and new barn in Ridley Twp. aforesaid with the following described land adjoining thereto Beg. at a cor. of ld. of Alexander Duffee and Thomas Shoemaker and in the middle of the rd. to Darby Creek ferry; th. alg. Shoemaker's line to the line of the ld. of the heirs of Thomas P. Smith;  
th. alg. the line of the same and ld. allotted to Wm. H. Price and crossing the Post Rd. and alg. the rail and post fences and likewise a hedge about 202 P. to a bar post ( ~~near~~ a cor. of ld. allotted to Wm. H. Price); th. alg. a hedge and post fence about 55 P. to the middle of the rd. to Springfield;  
th. alg. the middle of same about 83½ P. to a peg opposite a hedge and fence at the back side of the Mciever orchard;  
th. alg. the sd. orchard fence and hedge about 21½ P. to a bar post in a fence dividing the 2 orchards;  
th. alg. the sd. fence to the post rd. crossing the same and th. alg. the line of ld. of Patrick McCaskey and Alexander Duffee to the place of beg. Cont. about 52 ac. of ld.  
continued on page 3

Will

together with all the appurtenances whatsoever thereunto belonging or appertaining during his life. I also give and devise to the sd. Perry C. Pike my back lot of marsh meadow in Darby Twp., in Del. Co. of 8 ac. of ld. with the privilege of the rd. from the dam alg. the footing of the bank to the sd. meadow (which is a part of the meadow I purchased of John Knowles). I likewise g. and d. to sd. Perry C. Pike a 6 ac. lot of meadow in Darby Creek aforesaid bounded by ld. of George G. Knowles the marsh rd. and the big thoroughfare creek (and which I purchased of Noblett and Longacre) This and the other lot of meadow during life Together with all the appurtenances whatsoever thereunto belonging "to have and to hold the sd. frame house, barn and plantation of 52 ac. of ld. and the sd. 2 lots of marsh meadow of 14 ac. of ld. with  $\frac{1}{2}$  all the appurtenances during his life and after his death I g. and d. the same prem. to his lawful child or children and to their heirs and assigns subject to the payment of the annuity to my sister Hannah when it becomes due to her. But my further will is that if the sd. Perry C. Pike should die without leaving lawful issue to survive him or leaving such issue who should not live to the age of 21 years nor their lawful issue. Then in that case all the ~~lands~~ before mentioned frame house buildings lds., marsh meadows with all the appurtenances thereunto belonging or in any wise appertaining I g. and d. to the lawful child or children of the aforesaid William H. Price, subject to his life and if they survive him and live to the age of 21 years or their lawful issue. "To hold the same to them their heirs and assigns but my further will is that if the sd. Wm. H. Price should die without leaving lawful issue as aforesaid then in that case I g. and d. the before mentioned frame house barn, plantation and 2 lots of marsh meadow land with all the appurtenances to the children of Thomas P. Smith, decd., as aforesaid in equal shares their heirs and assigns forever.

9th I g. and d. my stone and brick house and frame ~~tenement~~ tenement in Ridley Twp. aforesaid at the cross roads with the following described ld. Beg. at the sd. cross roads where the Springfield and the Darby Creek ferry roads intersects the Post rd. to Chester;

th. alg. the middle of Springfield rd. to a peg opposite a hedge or fence at the back side of the orchard a cor. allotted to Perry C. Pike;

th. alg. the hedge and fence ~~xxx~~ about 21 $\frac{1}{2}$  P. to a post in the fence dividing the 2 orchards;

th. alg. the sd. fence to the middle of the Post rd.;

th. alg. the same to the place of beg. Cont. about 4 $\frac{1}{2}$  ac. of ld. + together with all the appurtenances ~~xx~~ whatsoever thereunto belonging or in any wise appertaining to Elizabeth, Susan and Margaret Smith all of them granddaughters of my sister Ann P. Smith, decd. in equal shares during the time they remain unmarried. That on the marriage or death of any of them then the surviving sisters who remain unmarried to enjoy the whole of sd. prem. ~~xx~~ while they remain so equally and on the marriage or death of a 2nd sister then the surviving or unmarried sister to enjoy the whole of sd. prem. on the foregoing terms. And on the marriage or death of the last single sister I hereby direct that the sd. prem. with all the ~~p~~ appurtenances be sold at public vendue and the proceeds thereof to be ~~xx~~ equally divided between the sd. 3 sisters or their legal representatives and that a good title be made for the same as I could do myself. And my will and desire is that if any difficulty or difference should possibly arise at any time between the boys that they choose 3 respectable citizens to hear and adjust their differences & that their decision or a majority should be final and conclusive (and that they shall not go to law on any account whatsoever).

And all the residue of my estate be it whatsoever and ~~xx~~ wheresoever I g. and d. to the aforesaid William H. Price and the sd. Perry Covvington Pike equally share and share alike to hold the same to them their heirs and assigns forever.

(continued over)

And Lastly I nominate and appoint my friends Joseph Gibbons, Esq., Joseph Gibbons, Jr. and the sd. William H. Price and Perry C. Pike and all of Del. Co. Executors of this my last will and testament hereby revoking and making null and void all wills heretofore made by me and hereby ratifying and confirming this and only this as for my last will and testament (hereby enjoining my sd. executors to carry this my last will and testament into full effect and that without fail).

Orphans Court  
Estate of John L. Pearson, decd.,  
Died- 4/17/1842  
#1925

There numerous petitions for leave to convey certain tracts of ld. which do not affect the prem. situate in Darby Twp., Del. Co. Pa. Cont. 6 ac. +  
All Orphans Court papers have been examined.

Will

Will of Pearson Pike,

Dated- 7/6/1874  
Died- 7/27/1874  
Prob.- 8/10/1874  
Letters Test. issued to-  
Isaac S. Pike and  
Joseph Johnson  
W.Bk. F-p. 344

Item I direct that all my just debts and funeral expenses shall be paid as soon as can be done conveniently after my decease.

Item \$1,000 insurance policy.

Item \$300 annuity

Item I g. and d. to my sd. Executors, all moneys or other property which I would receive at my father's decease if I, were living, provided my father shall die before my daughter shall arrive at the age of 21 years, in trust, to be invested in good real estate security and the interest thereof, or as much as may be necessary shall be applied to the maintenance and education of my said daughter.

Item It is hereby directed and to be understood that the above bequest to and in favor of my wife, shall be instead of her dower at law.

Item In case my sd. daughter shall not live to attain the age of 21 years, then it is my will and desire that that portion of my estate held in trust for her shall be between my legal heirs share and share alike.

Orphans Court  
Estate of Pearson Pike, decd.,  
Died- 7/27/1874  
#4385

Widow's Inventory filed.

6/3/1875

Account of Isaac S. Pike and Joseph R. Johnson, Executors &c of Pearson Pike, decd. filed. confirmed nisi.

4/7/1881

Trennial Account of Isaac S. Pike and Joseph R. Johnson, Trustees u/w of P. Pike, decd. filed.

5/2/1884

Trennial Account of Isaac S. Pike and Joseph R. Johnson, Trustees &c u/w of P. Pike, decd. filed.

5/2/1887

Triennial Account of Isaac S. Pike and Joseph R. Johnson, Trustees &c of Pearson Pike, decd. filed.

6/3/1890

Triennial Account of Isaac S. Pike and Joseph R. Johnson, Trustees &c of Pearson Pike, decd. filed.

10/12/1893

Petition for appointment of auditor to distribute fund.

10/12/1893

Geo. E. Darlington, Esq. is apptd. auditor.

The ~~xxx~~ above named Auditor, to whom the annexed order of Ct. is directed, respectfully representat

By the evidence submitted to the Auditor, it is shown that Lizzie May Pike is now of full age, and that her sd. mother, Elizabeth C. Pike has again intermarried with one F.F. Ashenfelter, and that sd. income amount has all arisen since the date of her last marriage. It also appears that the father of Pearson Pike, the deceased, is still living; also that by he will, the gift to the wife is in lieu of dower, and she is not making any claim on this fund; Elizabeth C. Pike, the ~~a~~ widow, now Elizabeth C. Ashenfelter waives and relinquishes before the Auditor all ~~claim~~ on the fund for distribution, giving as a reason that she is carrying out ~~what~~ she believes to be the intention of the will. The question before the Auditor appears to be to whom the fund is to be distributed.

By the 2nd item of will of Pearson Pike, after directing that certain notes, bills, bonds&c shall be converted into money, he directs that such money together with \$1,000 from an insurance policy shall be loaned by his executors on real estate security, and the interest thereof paid ~~xxx~~ semi-annually to his sd. wife, Elizabeth C. Pike, so long as she shall live, or so long as she shall remain his widow, and at her death or in the event of her marriage again, the ~~xxx~~ same be invested for the benefit of his sd. daughter Lizzie May Pike.

By the last item in the will the testator directs that in case his sd. daughter shall not live to attain the age of 21 years, then it is his will and desire that that portion of his estate held in trust for her, shall be dividied between his legal heirs, share and share alike.

continued on page 2

Orphans Court  
Estate of Pearson Pike, decd.,  
#4385

There appears to be no bequest by the will, of the principal of money held in trust, in the event of his sd. daughter living to the age of 21 years, after the death or marriage of his sd. widow. ~~But~~ But this will make no complication or question as to how the fund should go, as his sd. daughter is his only child and heir at law, and would take the fund under the intestate laws of this Commonwealth after the death of her said mother. The mother having renounced and waived any claim to the fund, the Auditor distributes it to the sd. Lizzie M. Pike, for the reason that the testator by his will does not bequeath the trust fund to any other person than to his sd. daughter, Lizzie May Pike; in sd. 2nd item, the wording of the will being, after providing for the interest to be paid to his sd. wife for life, or so long as she shall remain his widow, as follows: And at her death (meaning the wife) or in the event of her marrying again, the same shall be invested for the benefit of my daughter, Lizzie May Pike. The daughter, Lizzie May Pike, having arrived at the age of 21 years, there is no apparent reason for the trust longer continuing and no gift over, that prevents the bequest being an absolute ~~gift~~ gift to her.

12/26/1893

Decree entered making distribution per auditor's report.

8/30/1893

Final Account of Isaac S. Pike and J. Joseph R. Johnson Trustees u/w of Pearson Pike, decd., filed



Deed

Perry C. Pike ~~and~~  
to  
Isaac S. Pike,

Dated- 2/19/1875  
Ack.- Eo die  
Rec.- Eo die  
Cons.- \$1,000  
D.Bk. V-3, p. 517

No. 1 All that certain piece or parcel of ~~1~~ marsh ld. situate in Twp. of Darby, Co. of Del., Pa. b. and d. as follows:  
Bounded by lds. late of Nathaniel Newlin, Humphrey Hill by Darby Creek and lds. of Perry C. Pike. Cont. about 8 ac. of ld. +

R. Being sa. prem. which Wm. H. Price by indenture dated 12/15/1843 rec. in D.Bk. W-tp. 131 g. and c. unto Perry C. Pike during the term of the natural life of him the said William H. Price.

No. 2 All that certain piece or parcel of marsh ld. situate in Twp. of Darby, bounded by lds. n. or l. the Est. of J. Andrews formerly Nathaniel Newlin's ld. by the tract above described and by Darby Creek. Cont. about 8 ac. of ld. + Together with the privilege of the rd. leading from the dam alg. the footing of the bank to sd. ld.

No. 3 All that certain piece or parcel of meadow ld. situate in Twp. of Darby, aforesaid, bounded by lds. n. or l. of E. Urian formerly of George C. Knowles lds. n. or l. of Robert Henderson, the Big thoroughfare Creek and the Marsh Rd. Cont. about 6 ac. of ld. +

R. The sd. pieces of ld. designated as No. 2 and No. 3 being sa. prem. which John L. Pearson decd. by last will dated 9/20/1841 gave and devised to sd. Perry C. Pike for the term of his natural life as appears by sd. will duly proven the 21st day of April 1842 and remaining of rec. in W.Bk. D-p. 8.

No. 4 Twp. of Upper Providence, Co. of Del., Pa. Cont. 14 ac. and 24 P. + To have and to hold the sd. piece or parcel of ld. designated as No. 1, unto Isaac S. Pike, his heirs and assigns for the term of the natural of the said William H. Price and to have and to hold the sd. pieces or parcels of ld. designated as No. 2 and No. 3 and No. 4 hereditaments and prem. hereby granted or mentioned and intended so to be with the appurtenances unto the sd. Isaac S. Pike his h. and a. to and for the only proper use and behoof of sd. Isaac S. Pike his h. and a. for the term of the natural life of the said Perry C. Pike.

Deed

Isaac S. Pike and Annie C. his wf.,  
to  
Pearson E. Pike,

Dated- 3/11/1880  
Ack.- 3/13/1880  
Rec.- 3/13/1880  
Cons.- \$1.00 ~~W~~  
D.Bk. U-4, p. 304

No. 1 All that certain piece or parcel of marsh land situate in Twp. of Darby, Co. of Del., Pa. b. and d. as follows:  
Bounded by lds. late of Nathaniel Newlin, Humphrey Hill, by Darby Creek and lds. n. or l. of Perry C. Pike. Cont. about 8 ac. +

No. 2 All that certain piece or parcel of marsh ld. situate in Twp. of Darby aforesaid, bounded by lds. n. or l. of the estate of J. Andrews formerly Nathaniel Newlin's ld. by the ld. above described and by Darby Creek. Cont. about 8 ac. of ld. +

Together with the privilege of the rd. leading from the dam alg. the ~~ffm~~ footing of the bank to sd. ld.

No. 3 All that certain piece or parcel of meadow ld. situate in Twp. of Darby, Del. Co., Pa. Bounded by lds. n. or l. of E. Urian formerly of George Y. Knowles lds. n. or l. of Robert Henderson the Big Thoroughfare Creek and the Marsh Rd. Cont. about 6 ac. of ld. +

P. in  
Q. { R. Being pt. of prem. which Perry C. Pike by indenture dated 2/19/1875 rec. in D.Bk. V-3, p. 517 g. and c. unto Isaac S. Pike,  
TO HAVE AND TO HOLD the sd. premises designated as No. 1 with all and singular the appurtenances unto the sd. party of 2nd part, his h. and a. for the term of the natural life of William H. Price and to have and to hold the said pieces or parcels of ld. designated as No. 2 and No. 3 hereditaments and prem. hereby granted or mentioned and intended so to be with the appurtenances unto the sd. party of the 2nd part his heirs and assigns to and for the only proper use and behoof of sd. party of 2nd part his h. and a. for the term of the natural life of said Perry C. Pike.

Right of Way Agreement

Isaac S. Pike for Pearson Pike,  
to  
John B. Barbour,

Dated- 10/5/1882  
Ack.- Eo die  
Rec.- 12/7/1882  
Cons.- \$10.00  
D.Bk. M-5, p. 181

1 does hereby grant unto 2, his heirs and assigns, the r/w to lay pipes for the transportation of petroleum; construct and maintain a telegraph line and operate the same on, over and through his lds. in Darby Twp., Smith's Island, Co. of Del., Pa. bounded on the North by Little Thoroughfare Creek, on the East by lds. of Isaac T. Jones on the South by Darby Creek and on the W. by Darby Creek, together with all the rights and privileges incident and necessary to the enjoyment of this grant and the removal of sd. pipes and telegraph line.

In further consideration of sd. grant and demise, the 2<sup>d</sup> party of 2nd part hereby agrees to bury the sd. pipes a sufficient depth, so as not to interfere with the cultivation of the soil and to pay any and all damages which may arise from the laying, maintaining or operating of sd. pipe lines, sd. damages if not mutually agreed upon to be ascertained and determined by 3 disinterested persons on oath, one thereof to be appointed by the party of 1st part, his h. or a., one by the party of 2nd part, his h. or a., and the 3<sup>rd</sup> by the 2 so appointed as aforesaid, and the award of such 3 persons shall be final and conclusive.

## Will

Will of Lizzie May Pike

Dated-- 7/25/1895  
 Died-- 8/2/1895  
 Prob.-- 8/13/1895  
 Letters Test. issued to--  
 John B. Hinkson,  
 W.Bk. M-p. 270  
 #3809

1st I order and direct that all my just debts and funeral expenses shall be paid as soon as possible after my decease.  
 Item \$325.00 in trust  
 Item \$2,000.00 in trust  
 Item I give and bequeath unto my mother, Elizabeth C. Ashenfelter, all the income I am now entitled to receive from the Estate now in the hands of Thomas Lees Trustee arising originally under the will of John L. Pearson, during the life time of my grandfather, Perry C. Pike, Upon the decease of my said grandfather I g. and d. my share of the principal of the said estate to John B. Hinkson to be h by him held in trust safely invested, and the income therefrom paid semi annually to my said mother, Elizabeth C. Ashenfelter, during her life. At her decease I g. and b. the principal to the Baptist Orphanage at Angora, Pa. The interest from said principal may be used for such purposes as the Authorities of the said Orphanage may wish to apply it to, but the principal shall only be expended for buildings or other permanent improvements in the discretion of the Authorities of the said Orphanage.  
 Item I may not have ~~ga~~ given the correct names of the sd. Church and ~~z~~ of the sd. Orphanage but my intention cannot fail to be plain and I desire it to be carried out, and if by reason of sd. Church and Orphanage or either of them not being incorporated, or for any other reason, a trustee be necessary I desire the proper Court to supply one.  
 Item All the r. r. and r. of my estate, I g. d. and b. unto my said mother Elizabeth C. Ashenfelter, absolutely.  
 Lastly I nominate and appoint John B. Hinkson to be the Executor of this my last will and testament.

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Orphans Court  
 #7276

12/7/1897

Account of John B. Hinkson, Executor u/w of Lizzie May Pike, decd. filed.

4/8/1912

2nd and Final Account of John B. Hinkson, Executor and Trustee u/w of Lizzie May Pike, decd., as stated by Joseph H. Hinkson, Executor u/w of John B. Hinkson, decd.

## Release

Know all men by these presents that, whereas, Lizzie May Pike, decd., in and by her last will dated 7/25/1895, since duly proven on 8/13/1895 and reg. in Del. Co., devised inter alia as follows:

Item I give and bequeath unto my mother, Elizabeth C. Ashenfelter, all the income I am now entitled to receive from the estate now in the hands of Thomas Lees, Trustee, arising originally under the will of John L. Pearson, during the lifetime of my grandfather, Perry C. Pike. Upon the decease of my sd. grandfather I g. and d. my share of the principal of sd. estate to John B. Hinkson to be by him held in trust, safely invested, and the income therefrom paid semi annually to my sd. mother, Elizabeth C. Ashenfelter during her life. At her decease I g. and b. the principal to the Baptist Orphanage at Angora, Pa. The interest from the sd. principal may be used for such purposes as the authorities of sd. Orphanage may wish to apply it to, but the principal shall only be expended for buildings or other permanent improvements in the discretion of the authorities of sd. Orphanage.

Item All the r. r. and r. of my estate I g. d. and b. unto my said mother, Elizabeth C. Ashenfelter, absolutely.

And whereas, by reason of the death of sd. Lizzie May Pike, unmarried and without issue, within 1 calendar month after the making of her last will, on 8/2/1895, the disposition of property made by the above recited bequest and devise became void according to the Act of Assembly in such case made and provided, and the property so as above recited goes to the ~~next~~ residuary legatee named in the sd. last will and testament: her mother, Elizabeth C. Ashenfelter.

~~And~~ And whereas, it is the desire of sd. Elizabeth C. Ashenfelter, that the ~~the~~ directions of her sd. daughter in the prem. as expressed, in her sd. last will and testament shall be accomplished and fully carried out.

NOW THEREFORE, we, the above named Elizabeth C. Ashenfelter and Frank P. her husb., for and in consideration of the prem. and of \$1.00 ~~fractional interest~~ lawful money of the U.S. of A. unto us in hand paid, the receipt of which is hereby acknowledged, have granted conveyed, assigned, transferred and given, and do hereby grant, convey, assign, transfer, and give unto John B. Hinkson, and to his heirs, executors, administrators and assigns, all the share of sd. Elizabeth C. Ashenfelter in the principal of the estate now in the hands of Thomas Lees, Trustee, arising originally under the will of John L. Pearson being the same principal and estate above set forth receivable at the death of sd. Perry C. Pike to be by the said John B. Hinkson held in trust, ~~at~~ safely invested and the ~~the~~ income therefrom paid semi annually to the sd. Elizabeth C. Ashenfelter during her life and upon her decease the sd. principal to be conveyed, granted, paid, transferred and handed over to the Baptist Orphanage (now located in the City of Philadelphia, Pa.) and its successors, being the same Baptist Orphanage mentioned in the above recited ~~will~~ as at Angora, Pa. the interest from the sd. principal to be used for such purpose as the authorities of the sd. Orphanage may wish to apply it to, but the principal shall ~~be~~ only be expended for buildings or other permanent improvements in the discretion of the authorities of the sd. Orphanage.

And the sd. John B. Hinkson is hereby fully authorized to give any and every proper release, discharge and acquittance to sd. Thomas Lees, Trustee or to whomsoever may be Trustee, at the time, having the sd. property in charge.

Dated- 10/14/1895

Ack.- Eo die

Rec.- 11/1/1895

Cons.- \$1.00

D.Bk. I-9, p. 55

Will

Will of Perry C. Pike,

Dated- 6/4/1892  
Died- 11/7/1895  
Prob.- 12/18/1895  
Letters Test. issued to-  
Isaac S. Pike and Edward H.  
Hall  
D.Bk. M-p. 360  
#3847

Ist I order and direct that all my just debts and funeral expenses be paid by my Executors hereinafter named as soon as can conveniently be done after my decease.

Item I g. and b. unto my daughter Priscilla Levis the sum of \$100.

Item I g. and b. unto my granddaughter Lizzie May Pike the sum of \$5.00

Item All the r. r. and r. of my Estate of whatsoever kind or ~~wherever~~

wheresoever situate, I g. b. and d. to my son Isaac S. Pike and his wife Annie Pike to be equally divided between them share and share alike.

Lastly I make constitute and appoint my son Isaac S. Pike and Edward H. Hall the Executors of this my last will and authorize and require them to make full settlement of my Estate within 6 months of the time of my decease.

---

No Orphans Court

A  
B  
Right of Way

Anna C. Pike & Isaac S. Pike  
to  
National Transit Company,

Dated- 4/25/1896  
Ack.- 5/15/96  
Rec.- 3/18/1897  
Cons.- \$3.00  
D.Bk. Z-9, p. 162

I do hereby grant and release unto 2, its s. and a. the r/w to construct, maintain and operate a telegraph line over and through my lds. in Darby Twp., Co. of Del., Pa. b. and d. as follows:

Being 3 ac. + bounded west by lds. of David Lewis East by lds. of Boon & others north by a line south by water with ingress and egress to and from the same.

The sd. Anna Pike to fully use and enjoy the sd. prem/ except for the purpose hereinbefore granted to sd. National Transit Co., which hereby agrees to ~~pay~~ pay any ~~sd~~ damages which may rise to crops or fences from the laying, maintaining or operating of sd. lines, sd. damages, if not mutually agreed upon to be ascertained and determined by 3 disinterested persons one thereof to be appointed by sd. Anna Pike heirs and assigns; one by the sd. National Transit Co., its s. or a., and the 3rd by the 2 so appointed as aforesaid, and the award of such 3 persons or any 2 of them, shall be final and conclusive.

The sd. telegraph line to be erected along and near to the share line (at high tide) of said land.

Right of Way

Isaac S. Pike and Annie Pike  
to  
The National Transit Company,

Dated- 11/29/1898  
Ack.- Eo die  
Rec.- 1/11/1899  
Cons.- \$5.00  
D.Bk. C-10, p. 461

I does hereby grant and lease unto 2, its s. and a., the r/w to lay, maintain and operate pipe lines for the transportation of oil, and erect, maintain and operate a telegraph line, if the same shall be found necessary, over and through our lds. in Darby Twp., Co. of Del., Pa. b. and d. as follows:

Being 6 ac., 8 ac. and 3 ac., respectively bounded westerly by Hook Rd. easterly by Boon lds. and the 8 ac. is bounded easterly and westerly by lds. of Mrs. Lizzie F. Boon and Wm. H. Harrison with ingress and egress to and from the same. The sd. Isaac S. & Annie Pike to fully use and enjoy the sd. prem., except for the purpose hereinbefore granted to sd. party of 2nd part, which hereby agree to pay any damages which may arise to crops or fences from the laying, erecting, maintaining or operating of sd. pipe and telegraph lines, sd. damages, if not mutually agreed upon, to be ascertained and determined by 3 disinterested persons, one thereof to be appointed by sd. Isaac S. and Annie Pike their heirs or assigns; one by party of 2nd part, its s. ~~sd.~~ or a., and the 3rd by the 2 so appointed as aforesaid and the award of such 3 persons or any 2 of them shall be final and conclusive.



Will

Will of Isaac S. Pike,

Dated- 11/20/1915  
Died- 1/23/1916  
Prob.- 2/17/16  
Letters Test. issued to-  
Annie C. Pike and Isaac S.  
Pike,  
W.Bk. 27-p. 385  
#7573

1st I direct my Executors hereinafter named to pay all my just debts and funeral expenses as soon after my decease as conveniently may be

2nd I g. and b. to my Pearson E. Pike, all my wagons, cash, and farming implements.

→ 3rd I g. and b. to my wife Annie C. Pike, all the money I have in banks on deposit, including certificates of deposit, after payment of debts as aforesaid, I also g. d. and b. to my sd. wife 1/3 of the remainder of my personal estate and 1/3 of all my real estate during the term of her natural life and at and immediately after her decease I g. d. and b. the same to my children Pearson E., William S., Priscilla K., Perry C., Lillian M. and Isaac S., share and share alike.

If any of said children shall be deceased at the time of my said wifes death leaving child or children said child or children shall take the share of his, her or their parent.

4th The remaining 2/3 of my estate real and personal I g. d. and b. to my sd. children, share and share alike, the child or children of any deceased child taking his, her or their parents share.

Lastly I hereby nominate, constitute and appoint my sd. wife Annie C. Pike and my said son Isaac S. Pike, Executors of this my last will and testament.

0  
No ORPHANS COURT

KNOW ALL MEN BY THESE PRESENTS, that the Baptist Orphanage, a Pa. corp., with principal office in City of Phila., and one of the legatees and beneficiaries named in the last will of Lizzie May Pike, decd. which will is dated 7/25/1895 and reg. in W.Bk. M-p. 270 and cestui que trust under a certain deed of gift made by Frank P. Ashenfelter and Elizabeth C. his wf., to John B. Hinkson, dated 10/14/1895 rec. in D.Bk. I-9, p. 55 does hereby ~~acknow~~ acknowledge that it the sd. Baptist Orphanage has this day had and received of and from Joseph H. Hinkson, substituted Trustee for the sd. John B. Hinkson, Trustee under last will of Lizzie May Pike and under the sd. deed of gift \$7178 in full settlement and payment of all such sum or sums of money, legacies, bequests and gifts as are given and bequeathed to sd. Baptist Orphanage by sd. last will and sd. deed of gift and all interest accrued thereon.

And therefore the sd. Baptist Orphanage does hereby remise, release, quit claim and forever discharge the sd. Joseph H. Hinkson and the sd. ~~Lizzie~~ Lizzie May Pike their and each of their heirs, executors, administrators and estates of and from the sd. legacy or legacies bequests and gifts and of and from all actions, suits, payments, accounts, reckonings claims and demands whatsoever, for or by reason thereof or of any other act, matter, cause or thing whatsoever, from the ~~gm~~ beg. of the world to the day of the date of these presents.

And the sd. Baptist Orphanage doth hereby constitute and appoint Bernard Mac Mackin to be its attorney for it and in its name and as and for its corporate act and deed to acknowledge this indenture before any person having authority by the laws of the Commonwealth of Pa. to take such acknowledgment to the intent that the same may be duly recorded.

Dated- 2/2/14  
Ack.- Eo die  
Rec.- 2/9/14  
D.Bk. 354-p. 201

Will

Will of Priscilla K. Lewis,

Dated- 1/6/1922  
Died- 4/16/1931  
Prob.- 7/23/1931  
Letters C.T.A. issued to-  
First National Bank of Media  
W.Bk. 54-p. 71  
#14276

1st I direct my Executor hereinafter named, to pay all my just debts and funeral expenses as soon as may be after my decease.  
2nd I g. d. and b. all of my estate, real, personal and mixed of whatever kind and wheresoever situate, to my husband, Reese T. Lewis, for the during the term of his natural life, he to receive the income thereof during his lifetime and at and immediately after his death, I g. and d. sd. estate as follows:

(a) I g. d. and b. to my nephew, Dr. Perry C. Pike the sum of \$5,000 absolutely.

(b) I g. d. and b. to my nephew, William S. Pike the sum of \$3,000 absolutely.

(c) I g. d. and b. to the Trustees of the First Baptist Church of the Boro. of Media, the sum of \$2,000 absolutely.

→ (d) All the r. r. and r. of my estate I give to my nieces and nephews, Dr. Perry C. Pike, Pearson E. Pike, William S. Pike, Dr. Isaac S. Pike, Priscilla K. Pike and Lillian M. Appleton share and share alike.

Lastly I nominate, constitute and appoint my husband, Reese T. Lewis the executor of this, my last will and testament.  
4/1931

The residuary legatees do hereby renounce all right to letters testamentary and request to appoint First National Bank of Media, Administrator C.T.A.

Reese T. Lewis died 12/11/27.

Orphans Court  
Estate of Priscilla K. Levis, decd.,  
Died- 4/16/1931  
#98 Dec. Term 1931

4/19/1932

Adjudication filed.

Decedent did not marry after the execution of the will and there were no children born to or adopted by her thereafter.

The transfer inheritance tax, \$2,900.98, paid, and a receipt for the same signed by the Register of Wills of Del. Co. and countersigned by Secretary of Revenue produced.

The account was filed 2/26/32, proof of advertisement was made. No exceptions filed the account is confirmed. She left neither husband or children.

Reece T. Levis, predeceased the decedent.

Full release of the legacies under the will of Priscilla K. Levis, decd.

(a) (b) (c) item 2 has been filed.

Schedule of Distribution that the balance of principal is distributed as follows:

Perry C. Pike, 1/6 interest

William S. Pike 1/6 interest

Pearson E. Pike 1/6 interest

Isaac S. Pike 1/6 interest

Priscilla K. Pike 1/6 interest

Lillian M. Appleton 1/6 interest

(No mention made of the prem. situate in Folcroft Boro. ~~of~~ formerly Darby Twp., Del. Co., Pa. D.Bk. R-p. 506 or D.Bk. R-p. 566.)

SUBJECT: Files PE-1611, PE-1616

Philadelphia Conservationists, Inc.  
1500 Chestnut Street  
Philadelphia, Pennsylvania 19102

Attention: Mr. Allston Jenkins, President

Gentlemen:

Recently you asked if our Company would sell property which it owns along the Darby Creek in Folcroft Borough. The property in question is being held for a proposed electric transmission line extending from our Eddystone Generating Station into the City of Philadelphia. However, all of the right of way for this line has not yet been secured and, therefore, our Engineering Department has been unable to complete their design work which would indicate exactly how much of this right of way will be utilized for our corporate purposes.

Since we do not yet know exactly what may be available for sale, we can not agree to sell any of the property to your organization, however, we are filing a copy of this letter with the records of each of the properties involved to indicate that you are the first to inquire concerning possible sale of the properties owned by this Company in Folcroft Borough and, in the event that these parcels, or any portion of them, do, in the future become available for sale, we will arrange to contact your group first before agreeing to sell them to anyone else.

If, in the meantime, you are desirous of obtaining a license for the use of the properties in connection with the Bird Sanctuary, we would be happy to prepare such a license and submit it to you.

Very truly yours,

761616  
May 20, 1959

Mr. Wilbur C. Henderson, Jr.  
6525 Upland Street  
Philadelphia 42, Pa.

Dear Mr. Henderson:

In answer to the question raised in your letter of May 19th, we have acquired the interest of Baptist Orphanage (1/3rd); that of Pierson E. Pike (1/9th); and Lillian P. Appleton (1/9th). The remaining heirs which hold one-ninth interest are: William S. Pike, Priscilla K. Pike, Perry C. Pike, and Isaac S. Pike, Jr.

Very truly yours,

MGE:FM

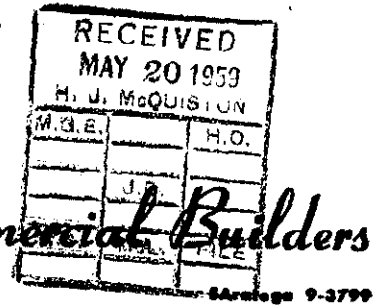
136  
N. G. EASTMAN

WILBUR C.

**ENDERSON AND SON**

*Industrial and Commercial Builders*

6525 UPLAND STREET  
PHILADELPHIA 42, PA.



May 19, 1959

The Philadelphia Electric Company  
1000 Chestnut Street  
Philadelphia 5, Penna.

Attention: Mr. M. G. Eastman

Dear Mr. Eastman:

Thank you for your letter of may 13, 1959 and your kind offer of further information.

This coming week I plan to see Mr. Pearson Pike in the Media area. I understand that you have already purchased his interest.

In order that I may not duplicate any of the work that you have done, it would be very helpful to have the list of those from whom you already have the total interest and those from whom you still seek an interest.

I will arrange to transfer over to you any of the Northern piece which I may acquire.

Very truly yours,

*Wilbur C. Henderson, Jr.*  
Wilbur C. Henderson, Jr.

*Bapt. Arch. 3/9*  
*Pearson E. Pike 1/9*  
*William P. Appleton 1/9*

*W. S. Pike*  
*Priscilla K. Pike*  
*Arny C. Pike*  
*Isaac S. Pike, Jr.*

THIS INDENTURE Made the 25<sup>th</sup> day of March

In the year of our Lord one thousand nine hundred and fifty-  
(195 ) BETWEEN PEARSON E. PIKE, of the Borough of Media, SINGLEMAN,  
and LILLIAN M. APPLETON, also of the Borough of Media, County of  
Delaware, Commonwealth of Pennsylvania, WIDOW, and BAPTIST ORPHANAGE,  
a corporation of the Commonwealth of Pennsylvania, (hereinafter  
called the Grantors), of the one part, and PHILADELPHIA ELECTRIC  
COMPANY, a corporation of the Commonwealth of Pennsylvania, (herein-  
after called the Grantee), of the other part:

WITNESSETH, That the said Grantors for and in consideration  
of the sum of EIGHT HUNDRED THIRTY-THREE DOLLARS AND THIRTY-THREE  
CENTS (\$833.33) lawful money of the United States of America, unto  
them well and truly paid by the said Grantee at and before the  
sealing and delivery of these presents, the receipt whereof is  
hereby acknowledged, have granted, bargained, sold, aliened,  
enfeoffed, released and confirmed, and by these presents do grant,  
bargain, sell, alien, enfeoff, release and confirm unto the said  
Grantee, its Successors and Assigns, all their estate, right, title,  
interest, property, claim and demand whatsoever of them the said  
Grantors of, in and to:

ALL THAT CERTAIN tract or parcel of ground situate in the  
Borough of Folcroft, County of Delaware, Commonwealth of Pennsyl-  
vania, bounded and described in accordance with a survey and plan  
thereof made by Damon and Foster, Civil Engineers, Sharon Hill,  
Pennsylvania, dated November 11, 1957, and revised December 6,  
1957, as follows:

BEGINNING at a point in the title line in the bed of Marsh  
Road (33' wide) at the distance of three hundred five feet and  
twenty-five one-hundredths of a foot (305.25') measured South  
forty-nine degrees twenty-one minutes twenty-eight seconds East  
(S. 49° 21' 28" E.) along the aforesaid title line from its  
intersection with the title line in the bed of Maple Road, produced  
southwestwardly, said point also being in line of ground of the  
Philadelphia Electric Company, formerly of Albert E. Frank, et ux,  
at a corner common to ground herein described and ground now or late  
of John P. Simpson and extending thence from said point of beginning  
through the bed of Marsh Road and along ground of Philadelphia  
Electric Company, formerly of Albert E. Frank, et ux, North sixty-  
two degrees fifty-one minutes forty-six seconds East (N. 62° 51' 46"  
E.) four hundred forty-one feet and eighty-two one-hundredths of a  
foot (441.82') to a point in line of ground now or late of Arnold  
W. Rasmussen, a corner common to ground herein described and last  
mentioned ground; thence along said ground of Arnold W. Rasmussen  
the two (2) following courses and distances: (1) South thirty  
degrees twenty-seven minutes fifty-eight seconds East (S. 30° 27'  
58" E.) sixteen feet and fifty one-hundredths of a foot (16.50') to  
a point and (2) South twenty-eight degrees fifty-seven minutes  
fifty-eight seconds East (S. 28° 57' 58" E.) eight hundred fifty-  
eight feet (858') to a point in the bed of Big Thoroughfare Creek  
and in line of ground now or late of the Commissioners of Delaware  
County; thence along the last mentioned ground within the bed of  
said Big Thoroughfare Creek the two (2) following courses and  
distances: (1) North eighty-five degrees fifty-three minutes two  
seconds West (N. 85° 53' 02" W.) two hundred sixty-two feet and  
ninety-nine one-hundredths of a foot (262.99') to a point and (2)  
South seventy-seven degrees fifty minutes twenty-two seconds West



(S. 77° 50' 22" W.) two hundred eighty-seven feet and twenty-eight one-hundredths of a foot (287.28') to a point, a corner common to ground herein described and ground now or late of the Commissioners of Delaware County, ground of the Estate of Lizzie F. Boom and ground now or late of John P. Simpson and thence along ground now or late of John P. Simpson and partly within the bed of said Marsh Road North twenty-four degrees twenty-one minutes twenty-eight seconds West (N. 24° 21' 28" W.) six hundred sixty-four feet and thirteen one-hundredths of a foot (664.13') to the first mentioned point and place of beginning.

BEING the same premises which JOHN L. PEARSON acquired in fee, by two (2) separate Indentures, ONE THEREOF from JOHN MOBLITT, by Indenture bearing date the thirty-first day of July, A.D. 1813, and recorded in the Office for the Recording of Deeds &c., in and for the County of Delaware, aforesaid, in Deed Book "R", page 506 &c., AND THE OTHER THEREOF from PETER LONGACRE, ET UX, ET AL, by Indenture bearing date the twenty-sixth day of September, A.D. 1829 and recorded in the Office aforesaid, in Deed Book "R", page 566 &c.

AND the said JOHN L. PEARSON being so thereof seized departed this life on or about the seventeenth day of April, A.D. 1842, leaving a Will dated the twentieth day of September, A.D. 1841, duly proved and registered at Media in Will Book "D", page 8, wherein he devised the said premises unto PERRY C. PIKE for life and after his death to his lawful child or children and to their heirs and assigns subject to the payment of an annuity of \$50.00 a year payable to his sister HANNAH during her life, provided such child or children live to the age of twenty-one years;

AND the said HANNAH PEARSON has since departed this life;

AND the said PERRY C. PIKE departed this life on or about the seventh day of November, A.D. 1895, leaving to survive him a son ISAAC S. PIKE, a daughter PRISCILLA K. PIKE (LATER LEVIS) and a granddaughter LIZZIE MAY PIKE who was the daughter of his deceased son PEARSON PIKE;

AND the said PEARSON PIKE (son of the said PERRY C. PIKE) predeceased his father and departed this life on or about the twenty-seventh day of July, A.D. 1874, leaving a Will dated the sixth day of July, A.D. 1874, duly proved and registered at Media in Will Book "F", page 344, in which the said testator failed to provide for the disposition of his real estate upon his daughter reaching the age of twenty-one years, therefore dying intestate as to the above described premises;

AND the Orphans Court of Delaware County as of No. 4385 by decree dated the twenty-sixth day of December, A.D. 1893, the ESTATE OF PEARSON PIKE, deceased, was awarded to his daughter LIZZIE MAY PIKE:

AND the said LIZZIE MAY PIKE, being so seized of a one-third interest in fee departed this life on or about the second day of August, 1895, leaving a Will dated the twenty-fifth day of July A.D. 1895, duly proved and registered at Media in Will Book "M", page 270, wherein and whereby she gave the principal of the estate she inherited through her father PEARSON PIKE from the said JOHN L. PEARSON to JOHN B. HINKSON, IN TRUST, to pay the income to her mother ELIZABETH C. ASHENFELTER for life and on her death to pay the principal to the BAPTIST ORPHANAGE at Angora, Pa.;

AND the said LIZZIE MAY PIKE, having died within the space of thirty days after making her said Will the bequest to the BAPTIST ORPHANAGE of Angora, Pa., was void under the Acts of Assembly of the Commonwealth of Pennsylvania;

AND the said LIZZIE MAY PIKE departed this life unmarried and without issue and her Estate vested in her mother ELIZABETH C. ASHENFELTER;

AND the said ELIZABETH C. ASHENFELTER and FRANK P. ASHENFELTER, her husband, desiring that the provisions of the Will of her daughter LIZZIE MAY PIKE be carried out, granted and conveyed all her interest in the ESTATE OF LIZZIE MAY PIKE, deceased, unto the said JOHN B. HINKSON, TRUSTEE, and upon her deceased to grant and convey, transfer and hand over to the BAPTIST ORPHANAGE (now located in the City of Philadelphia, Pa.) and its successors;

AND the said ELIZABETH C. ASHENFELTER departed this life on or about the twenty-second day of July, A.D. 1911, whereby the said one-third interest of LIZZIE MAY PIKE vested in the BAPTIST ORPHANAGE, a Pennsylvania corporation, one of the present grantors;

AND the said ISAAC S. PIKE, being seized of a one-third interest, departed this life on or about the twenty-third day of January, A.D. 1916, leaving a Will dated the twentieth day of November, A.D. 1915, duly proved and registered at Media in Will Book 27, page 385, wherein and whereby he devised a one-third interest in his real estate to his widow, ANNIE C. PIKE for life with remainder over to his children PEARSON E., WILLIAM S., PRISCILLA K., PERRY C., LILLIAN M., ISAAC S. share and share alike, and he further devised the remaining two-thirds interest in his Estate unto his said children, share and share alike;

AND the said ANNIE C. PIKE departed this life on or about May 3, 1940;

AND the said PRISCILLA K. LEVIS being so seized of a one-third interest in the above described premises departed this life on or about April 16, 1931, leaving Will dated January 6, 1922, duly proved and registered at Media in Will Book 54, page 71, wherein and whereby she devised the residue of her Estate to her nieces and nephews DR. PERRY C. PIKE; PEARSON E. PIKE; WILLIAM S. PIKE; DR. ISAAC S. PIKE; PRISCILLA K. PIKE and LILLIAN M. APPLETON, share and share alike.

TOGETHER with all and singular the improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantors, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof.

TO HAVE AND TO HOLD the said lot or piece of ground above described, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its Successors and Assigns, to and for the only proper use and behoof of the said Grantee, its Successors and Assigns forever.

AND the said PEARSON E. PIKE and LILLIAN M. APPLETON, for themselves and their Heirs, Executors, and Administrators do by these presents covenant, grant and agree, to and with the said Grantee, its Successors and Assigns, that they, the said PEARSON E. PIKE and LILLIAN M. APPLETON and their Heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its Successors and Assigns, against them, the said PEARSON E. PIKE and LILLIAN M. APPLETON and their Heirs, and against all and every other Person and Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from, or under him, her, them or

any of them, Shall and Will WARRANT and forever DEFEND.

AND the said BAPTIST ORPHANAGE, for itself and its Successors does by these presents covenant, grant and agree to and with the said Grantee, its Successors and Assigns, that it, the said BAPTIST ORPHANAGE and its Successors all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its Successors and Assigns, against it, the said BAPTIST ORPHANAGE and its Successors, and against all and every other Person and Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, them or any of them, Shall and Will WARRANT and forever DEFEND.

IN WITNESS WHEREOF, the said PEARSON E. PIKE and LILLIAN M. APPLETON have hereunto set their hands and seals and the said BAPTIST ORPHANAGE has caused its common or corporate seal to be hereunto affixed, duly attested, the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

*Anna P. P. Chapman*  
*Anna B. P.*

*Pearson E. Pike* (SEAL)  
Pearson E. Pike  
*Lillian M. Appleton* (SEAL)  
Lillian M. Appleton

BAPTIST ORPHANAGE

By

*Charles S. Walton*  
President

Attest:

*Walton M. Henry*  
Secretary

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF *Delaware*

On this, the *23<sup>rd</sup>* day of *March*, 195*5*,  
before me, *a notary public*, the undersigned officer,  
personally appeared PEARSON E. PIKE, Singleman, known to me (or  
satisfactorily proven) to be the person whose name is subscribed  
to the within instrument, and acknowledged that he executed the  
same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal

*Anna B. P. Chapman*  
Notary Public  
*Chambers* 1/24/59

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Delaware

On this, the 25<sup>th</sup> day of March, 1955,  
before me, A. Notary Public, the undersigned officer,  
personally appeared LILLIAN M. APPLETON, widow, known to me (or  
satisfactorily proven) to be the person whose name is subscribed  
to the within instrument, and acknowledged that they executed the  
same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Anna B. Pyle  
Notary Public  
Comm exp 1/10/59

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Delaware

On this, the 31<sup>ST</sup> day of March, 1955,  
before me, A. Notary Public, the undersigned officer,  
personally appeared Charles S. Hutton who acknowledged  
himself to be the President of BAPTIST ORPHANAGE, a corpora-  
tion, and that he as such President, being authorized to do  
so, executed the foregoing instrument for the purposes therein  
contained by signing the name of the corporation by himself as  
President.

In Witness Whereof, I hereunto set my hand and official seal.

William S. Miller  
Notary Public  
Comm exp 12/2/58

B-877-377-8

PE-1616

DEED

PEARSON P. PIKE,  
Singleman,  
LILLIAN M. APPLETON,  
Widow,  
and  
BAPTIST ORPHANOGE

to

PHILADELPHIA ELECTRIC COMPANY

Premises:

Patcroft Borough  
Delaware County  
Pennsylvania

The residence of the within-named Grantee is  
1000 Chestnut Street, Philadelphia 5, Pa.

On behalf of said Grantee

# Commonwealth Land Title Insurance Company

No. B-877-377-M

PHILADELPHIA, December 9, 1957

The premises endorsed hereon are subject to the following items, which will be excepted in the policy unless removed:

MORTGAGES	None.
TAXES	Receipts for all taxes for years 1952 to 1956 Incl. must be produced. Taxes due for current year 1957.
WATER RENTS	Possible unpaid bills; no liability is assumed.
SEWER RENTS	Receipts for sewer rents for years 1952 to 1956 Incl. must be produced. Sewer rents due for current year 1957.
MECHANICS AND MUNICIPAL CLAIMS	Liability for any unfilled Mechanics Liens and Municipal Claims that may be filed for work done or ordered to be done. None.
JUDGMENTS	None.
OBJECTIONS	<p>A Title to that portion of premises in bed of Marsh Road is subject to public and private rights therein.</p> <p>B Survey to be produced and description verified.</p> <p>C Stream of water flows along the premises; subject to the riparian rights of owners of ground abutting said stream.</p> <p>D Subject to Right of Way granted to National Transit Co. dated 4/25/1896 and recorded in Deed Book 2-9 page 162. (attached)</p> <p>E Subject to Right of Way granted to National Transit Co. dated 11/29/1898 and recorded in Deed Book C-10 page 461 (attached)</p> <p>F Subject to Pipe Line Agreement between Isaac S. Pike and John B. Barbour dated 10/5/1882 recorded in Deed Book M-5 page 181 (attached)</p> <p>G Articles of Incorporation of Baptist Orphanage of Philadelphia to be produced as required by the Non-Profit Corp. Law of 5/5/1933 P.L. 289 and recorded in the Office for the Recording of Deeds.</p> <p>H Liability to the Commonwealth of Pennsylvania for any unexpended balance of State appropriations under the provisions of the Act of 6/9/1911 P.L. 736.</p>

( continued over )

Possible additional assessment for school taxes under Act of Jan. 14, 1932, P.L. 1944, relating to 3rd and 4th Class School Districts, or township taxes under Act of July 1, 1935, P.L. 219, relating to 1st Class Townships. Terms and conditions of any unrecorded lease.  
Any variation in location or dimensions and any other objections and easements which a survey for conveyance purposes would disclose or which are visible on the ground.  
Subject to the payment of state and local real estate transfer taxes.  
Proof that all parties in this transaction are of full age and legally competent.  
Proof that this transaction is not within the Bankruptcy or Insolvency Acts.  
The following items are not objections to title, but are furnished for information only.

## NOTICE

PRODUCE TAX, WATER  
AND SEWER RENT BILLS  
OR RECEIPTS  
FOR CURRENT YEAR

Information relating to street improvements, except where the improvement is completed, for which a lien can be filed, not being within the scope of title insurance, is not certified.

When the transaction is settled and the papers recorded (which recording should be done by the Company), a Policy of Insurance of this Company will be issued for \$  
in conformity with appl-  
cation and this marked Report.

102-00-50

*William C. Nail*  
ASST. VICE PRESIDENT

DARBY 001471

- I. Proof that John L. Pearson Grantee in deed from Peter Longacre et ux et-al dated 9/26/1829 recorded in Deed Book R page 566 and Grantee in deed from John Moblitt et ux dated July 31, 1813 recorded in Deed Book R page 506 was the Testator who died April 17, 1842 leaving Will dated September 20th, 1841 and duly proved and registered at Media, in Will Book D page 8.
- J. Proof of death of Perry C. Pike Life Tenant under the Will of John L. Pearson, deceased.
- K. Proof of all the lawful child or children of the said Perry C. Pike, deceased and proof that they lived to attain the age of 21 years and were so qualified as remaindermen under the Will of the said John L. Pearson, deceased.
- L. Proof of death of Hannah Pearson, sister of John L. Pearson deceased and annuitant under his Will.
- M. Proof that Lizzie May Pike Granddaughter of Perry C. Pike, deceased and one of the remaindermen under the Will of John L. Pearson deceased was the Testatrix who died August 2nd, 1895 leaving Will dated July 25th, 1895 duly proved and registered at Media in Will Book M page 270.
- N. Proof that Isaac S. Pike one of the children of Perry C. Pike deceased and remainderman under the Will of John L. Pearson deceased was the Testator who died January 23rd, 1916 leaving will dated November 20th, 1916 duly proved and registered at Media in Will Book 27 page 385.
- O. Proof of death of Annie C. Pike widow of the said Isaac S. Pike and Life Tenant under his Will.
- P. Proof that Priscilla K. Lewis (nee Pike) one of the children of Perry C. Pike deceased and remainderman under the Will of John L. Pearson deceased was the Testatrix who died April 16th, 1931, leaving Will dated January 6th, 1922 duly proved and registered at Media in Will Book 54 page 71.
- Q. Legacies under the Will of Priscilla K. Lewis, deceased.
- R. Proof of death of Elizabeth C. Ashenfelter (nee Pike) widow of and Life Tenant under the Will of Pearson Pike, deceased.
- S. Married name of Priscilla K. Pike, one of the present Grantors, to be furnished and further searches made.
- T. Proof that Pearson E. Pike, William S. Pike, Priscilla K. Pike, Perry C. Pike, Isaac S. Pike and Lillian P. Appleton, present Grantors are the devisees under the Wills of Isaac S. Pike and Priscilla K. Lewis, deceased.
- U. Proof of death of Reese T. Lewis, husband of and Life Tenant under the Will of Priscilla K. Lewis, deceased.

INSTRUMENTS TO  
BE PRODUCED AND  
RECORDED

Deed: Pearson E. Pike and \_\_\_\_\_ his wife; William S. Pike and \_\_\_\_\_ his wife; Priscilla K. Pike and \_\_\_\_\_ her husband; Perry C. Pike and \_\_\_\_\_ his wife; Isaac S. Pike Jr and \_\_\_\_\_ his wife; Lillian P. Appleton and \_\_\_\_\_ her husband and The Baptist Orphanage of Angola  
to Philadelphia Electric Company (Pa Corp)  
dated \_\_\_\_\_ and recorded \_\_\_\_\_

RECITAL

SEE PAGE 3 for Recital

ORIGINAL  
CONTAINED

BEING as to premises "A" the same premises which John Noblitt et ux by Indenture bearing date the 31st day of July AD 1813 recorded in Deed Book "R" page 506 at Media granted and conveyed unto John L. Pearson in fee.  
AND BEING as to Premises "B" the same premises which Peter Longmore et ux et al by Indenture bearing date the 26th day of September AD 1829 and recorded in Deed Book "R" page 566 at Media granted and conveyed unto the said John L. Pearson in fee.

AND the said John L. Pearson being so thereof seized departed this life on or about the 17th day of April AD 1862 leaving a will dated the 20th day of Sept. AD 1861 duly proved and registered at Media in Will Book "D" page 8 wherein he devised the said premises unto Perry C. Pike for life and after his death to his lawful child or children and to their heirs and assigns subject to the payment of an annuity of \$50.00 a year payable to his sister Hannah during her life, provided such child or children live to the age of 21 years.

AND the said Hannah Pearson his since departed this life.

AND the said Perry C. Pike departed this life on or about the 7th day of November AD 1895 leaving to survive him a son Isaac S. Pike, a daughter Priscilla K Pike (later Lewis) and a granddaughter Lissie May Pike who was the daughter of his deceased son Pearson Pike.

AND the said Pearson Pike (son of the said Perry C. Pike) predeceased his father and departed this life on or about the 27th day of July AD 1874 leaving a will dated the 6th day of July AD 1874 duly proved and registered at Media in Will Book "P" page 344 in which the said testator failed to provide for the disposition of his real estate upon his daughter reaching the age of 21 years therefore dying intestate as to the above described premises.

AND the Orphans Court of Delaware County ss of No. 4385 by decree dated the 26th day of December AD 1893 the Estate of Pearson Pike deceased was awarded to his daughter & Lissie May Pike.

AND the said Lissie May Pike, being so seized of a one third interest in fee departed this life on or about the 2nd day of August 1895 leaving a will dated the 25th day of July AD 1895 duly proved and registered at Media in Will Book "M" page 270 wherein and whereby she gave the principal of the estate she inherited through her father Pearson Pike from the said John L. Pearson to John B Hinkson in trust to pay the income to her mother Elizabeth C Ashenfelter for life and on her death to pay the principal to the Baptist Orphanage at Angora, Pa.

AND the said Lissie May Pike, having died within the space of 30 days after making her said will the bequest to the Baptist Orphanage of Angora, Pa., was void under the Acts of Assembly of the Commonwealth of Pennsylvania. AND the said Lissie May Pike departed this life unmarried and without issue and her Estate vested in her mother Elizabeth C. Ashenfelter.

AND the said Elizabeth C. Ashenfelter and Frank P. Ashenfelter her husband desiring that the provisions of the will of her daughter Lissie May Pike be carried out granted and conveyed all her interest in the Estate of Lissie May Pike deceased unto the said John B. Hinkson Trustee and upon her deceased to grant and convey, transfer and hand over to the Baptist Orphanage (now located in the City of Philadelphia, Pa.) and its successors.

AND THE SAID Elizabeth C. Ashenfelter departed this life on or about the 22nd day of July AD 1911, whereby the said one third interest of Lissie May Pike vested in the Baptist Orphanage, a Penna. corporation, one of the present grantors.

AND the said Isaac S. Pike being seized of a one third interest departed this life on or about the 23rd day of January AD 1916 dated the 20th day of November AD 1915 wherein and whereby he devised a one third interest in his real estate to his widow Annie C. Pike for life with remainder over to his children Pearson E., William S., Priscilla K., Perry C., Lillian M., Isaac S. share and share alike

AND he further devised the remaining two-thirds interest in his Estate unto his said children share and share alike.

AND the said Priscilla K. Lewis being so seized of a one-third interest in the above described premises departed this life on or about 4/16/1931 leaving Will dated 1/6/1922 duly proved and registered at Media in Will Book 54 page 71 wherein and whereby she devised the residue of her Estate to her nieces and nephews Dr. Perry C. Pike, Pearson E. Pike, William S. Pike, Dr. Isaac S. Pike, Priscilla K. Pike and Lillian M. Appleton, share and share alike.



DELAWARE COUNTY

RIGHT OF WAY: Isaac S Pike and Annie Pike  
to  
The National Transit Company, its successors and assigns,  
Dated 11/29/1898 Recorded 1/11/1899 Deed Book C-10 page 461

GRANTING the right of way to lay, maintain and operate pipe lines for the transportation of oil, and erect, maintain and operate a telegraph line, if the same shall be found necessary, over and through our lands in Darby Township, County of Delaware, Pennsylvania, bounded and described as follows:  
BEING 6 acres, 8 acres and 3 acres respectively bounded Westerly by Hook Road, Easterly by Boon lands and the 8 acres is bounded Easterly and Westerly by lands of Mrs. Lissie F. Boon and Wm. H. Harrison with ingress and egress to and from the same. The said Isaac S. and Annie Pike to fully use and enjoy the said premises except for the purpose hereinbefore granted to said party of the second part, which hereby agree to pay any damages which may arise to crops or fences from the laying, erecting, maintaining or operating of said pipe and telegraph lines, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said Isaac S. and Annie Pike, their heirs or assigns; one by party of second part, its successors or assigns, and the third by the two so appointed as aforesaid and the award of such three persons or any two of them shall be final and conclusive.

DELAWARE COUNTY

RIGHT OF WAY: Isaac S. Pike for Pearson Pike  
To  
John B. Barbour  
Dated 10/5/1882 Recorded 12/7/1882 Deed Book M-5 page 181

GRANTING the right of way to lay pipes for the transportation of Petroleum; construct and maintain a telegraph line and operate the same, on, over and through his lands in Darby Township, Smith's Island, County of Delaware, State of Pennsylvania, bounded on the North by Little Thoroughfare Creek, on the East by lands of Isaac F. Jones, on the South by Darby Creek and on the West by Darby Creek, together with all the rights and privileges incident and necessary to the enjoyment of this grant and the removal of said pipes and telegraph line.

In further consideration of said grant and demise, the party of the second part hereby agrees to bury the said pipes a sufficient depth so as to not interfere with the cultivation of the soil, and to pay any and all damages which may arise from the laying, maintaining or operating of said pipe lines, said damages if not mutually agreed upon to be ascertained and determined by three disinterested persons on oath, one thereof to be appointed by the party of the first part, his heirs or assigns, one by the party of the second part, his heirs or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive.

RIGHT OF WAY: Anna C. Pike and Isaac S. Pike  
To  
National Transit Company  
Dated 4/25/1896 Recorded 3/18/1897 Deed Book Z-9 page 162

GRANTING the right of way to construct, maintain and operate a telegraph line over and through my lands in Darby Township, County of Delaware, State of Pennsylvania, bounded and described as follows:  
BEING 3 acres more or less bounded West by lands of David Lewis, East by lands of Boon and others, North by a lane, South by water with ingress and egress to and from the same.

The said Anna Pike to fully use and enjoy the said premises except for the purpose hereinbefore granted to the said National Transit Company, which hereby agrees to pay any damages which may arise to crops, or fences from the laying, maintaining or operating of said lines, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Anna Pike, her heirs and assigns; one by the said National Transit Company, its successors or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons or any two of them, shall be final and conclusive. The said telegraph line to be erected along and near to the shore line (at high tide) of said land.

BLOCK

LOT

APPL. NO.

B-877-377-M

**PREMISES:**

ALL THAT CERTAIN tract or parcel of ground SITUATE in the Borough of Folcroft, County of Delaware, Commonwealth of Pennsylvania, bounded and described in accordance with a survey and plan thereof made by Damon and Foster, Civil Engineers, Sharon Hill, Pennsylvania dated November 11, 1957 and revised December 6, 1957, as follows:

**BEGINNING** at a point in the title line in the bed of Marsh Road (33 feet wide) at the distance of 305.25 feet measured South 19 degrees 21 minutes 28 seconds East along the aforesaid title line from its intersection with the title line in the bed of Maple Road, produced Southwesterly, said point also being in line of ground of the Philadelphia Electric Company, formerly of Albert E. Frank, et ux, at a corner common to ground herein described and ground now or late of John P. Simpson and along ground of Philadelphia Electric Company, formerly of Albert E. Frank, et ux, North 62 degrees 51 minutes 46 seconds East 441.82 feet to a point in line of ground now or late of Arnold W. Rasmussen a corner common to ground herein described and last mentioned ground; thence along said ground of Arnold W. Rasmussen the two following courses and distances: (1) South 30 degrees 27 minutes 58 seconds East 16.50 feet to a point and (2) South 28 degrees 57 minutes 58 seconds East 858 feet to a point in line of ground now or late of the Commissioners of Delaware County; thence along the last mentioned ground the two following courses and distances: (1) North 85 degrees 53 minutes 02 seconds West 262.99 feet to a point and (2) South 77 degrees 50 minutes 22 seconds West 287.28 feet to a point, a corner common to ground herein described and ground now or late of the Commissioners of Delaware County; ground of the Estate of Lazelle F. Boon and ground now or late of John P. Simpson and thence along ground now or late of John P. Simpson and partly within the bed of said Marsh Road North 24 degrees 21 minutes 28 seconds West 664.13 feet to the first mentioned point and place of beginning.

Folcroft Boro  
Del. Co., Pa.

**Title Report**

B-877-377-M

**Commonwealth Land  
Title Insurance Company**

Main Office:

1510 WALNUT STREET  
PHILADELPHIA 2, PENNA.

Send a copy of this Report to the Grantor  
or Mortgagor so that all objections may be  
removed or explained before settlement.

195-00-87

DARBY 001476

Third Floor -- 1008 Walnut Street

December 8, 1959

FROM: R. W. Smith

TO: John L. Sunday, Manager  
Property Records

SUBJECT: Transfer of items on the books of  
Philadelphia Electric Company  
Files PE- 1607, 1608, 1610, 1611, 1612,  
1613, 1615, 1616, 1617, 1624, 1625, 1633,  
1637, 1643, 1644, 1669, 1690

On March 6, 1959, we forwarded you a letter requesting transfer of several amounts of items on the files noted in the subject above from the temporary work order to C.A. 814507-101 which totals \$92,844.84. The transfers should have been made to C.A. 814508-101.

Will you please arrange to have this transfer made prior to the end of this year.

*R. W. Smith*

Real Estate Department

RWS:jtb

Third Floor -- 1008 Walnut Street

August 10, 1939

FROM: R. W. Smith  
TO: John L. Sunday, Manager  
Property Records  
SUBJECT: Transfer of item on the books of  
Philadelphia Electric Company  
File PE-1616 ✓

Will you please arrange to transfer the following amount covering the proportionate share of the Real Estate Department's expenses on the above captioned case number which was charged to the wrong capital authorization in error. Will you please make this transfer to the proper capital authorization as follows:

Debit:	C.A. 814508-101	\$159.81
Credit:	C.A. 723617-102	\$159.81
	1938 right of way Grant charges	

*R. W. S.*  
Real Estate Department

RWS:jth

*W.C.*

ACQUISITION OF GROUND  
FOR THE  
DARBY CREEK TRANSMISSION LINE RIGHT OF WAY

April 25, 1958  
File: PE-1616

Philadelphia Electric Company, by Deed dated March 25, 1958 (final settlement April 1, 1958) acquired from Pearson E. Pike, et al, all their right, title and interest (being a five-ninths interest) of, in and to property situate at the end of Marsh Road, south of Maple Road and extending southwardly to Big Thoroughfare in Folcroft Borough, Delaware County, Pennsylvania, and more particularly shown on the blueprint plan hereto attached and made a part hereof.

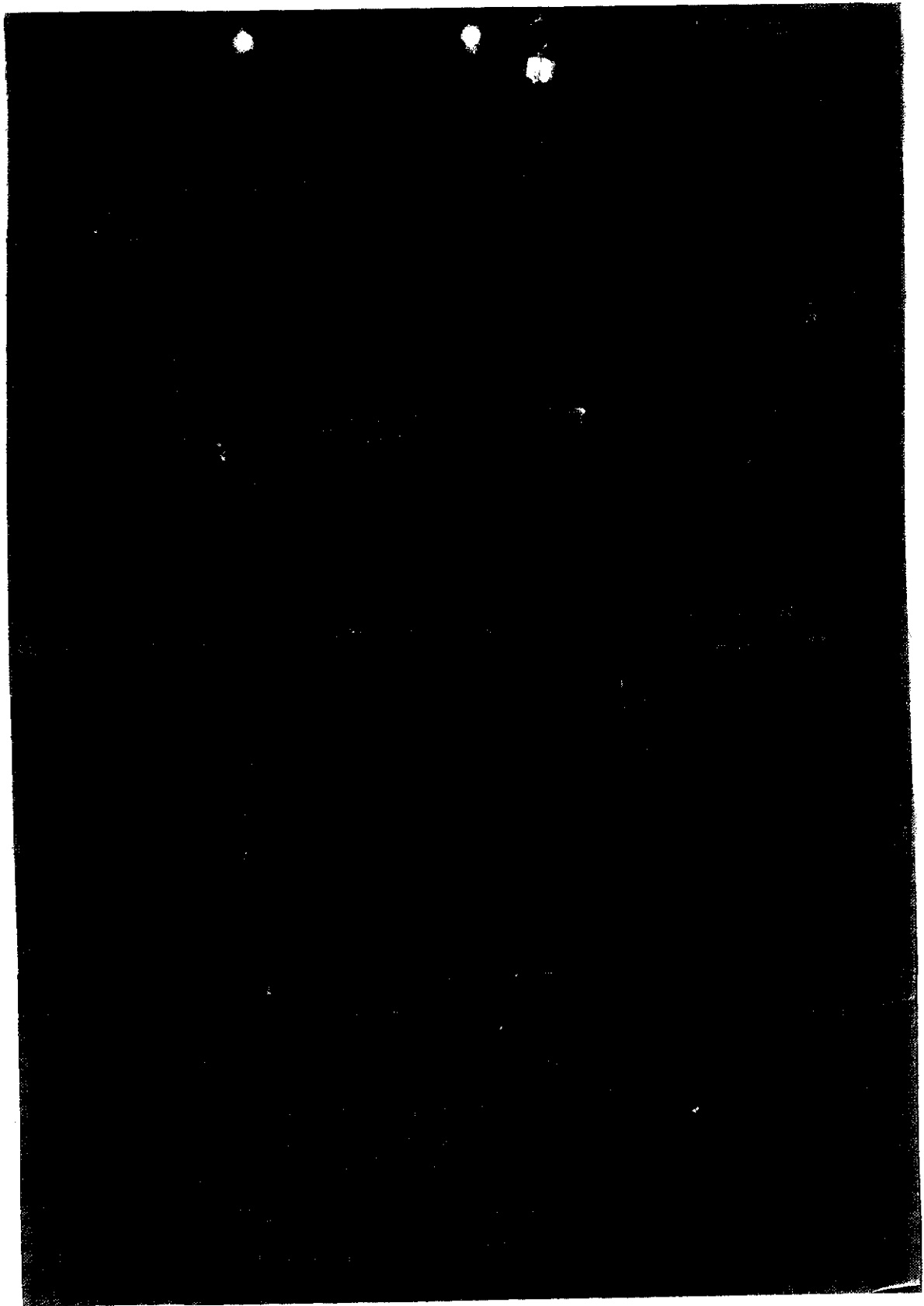
  
H. J. McQuiston  
Real Estate Agent

HGL:ede

Attachment

- Route #1 - K. M. Irwin
- Route #2 - W. H. Jones  
          R. J. Fox  
          R. R. MacKay, Jr.
- Route #3 - E. B. Shew
- Route #4 - G. S. VanAntwerp  
          H. MacVaugh  
          C. W. Iles  
          J. VanName
- Route #5 - J. B. Murray
- Route #6 - E. W. Carson  
          F. B. Reiter, Jr.  
          For your files  
          (2 plans)

0  
D 157  
a 112



1  
GEORGE O. PHILIPS  
FRANCIS X. QUINN  
J. ERNEST NACHOD

LAW OFFICES  
804 FIDELITY-PHILADELPHIA TRUST BUILDING  
123 SOUTH BROAD STREET  
PHILADELPHIA 9  
April 20, 1959

RECEIVED		
APR 22 1959		
[Handwritten initials]		
FILE	FILE	FILE
FILE	FILE	FILE
FILE	FILE	FILE
FILE	FILE	FILE
FILE	FILE	FILE
FILE	FILE	FILE

Philadelphia Electric Company  
1000 Chestnut Street  
Phila., Pa.

Attention: Mr. Schenk - Right-of-Way Division  
Your file: PE - 1616

Gentlemen:

I am writing at the suggestion of Romain Hassrick, Esquire, who represented the Baptist Orphanage in the sale to Philadelphia Electric Company of a right-of-way across certain land in the Borough of Folcroft. I represent a person who is about to purchase the interest of the Baptist Orphanage in said land and Mr. Hassrick wants me to order title insurance through the same insurance company so as to make it easier for the Baptist Orphanage to assemble the necessary title data.

Therefore, it would be very much appreciated if you would give me the number of the title insurance policy issued by Commonwealth Land Title Insurance Company to Philadelphia Electric Company in connection with the purchase.

Very truly yours,

*George O. Philips*  
GEORGE O. PHILIPS

GOP:dd

*Handwritten notes:*  
To Mr. Schenk  
To Mr. Quinn  
To Mr. Nachod  
To Mr. Philips  
To Mr. [unclear]



Third floor -- 1908 - about street

March 6, 1959

From: J. E. Smith

To: John L. Sunday, Manager  
Property Records Division

Subject: Transfer of items on books of  
Philadelphia Electric Company  
Files 15-1607, 1608, 1610, 1611, 1612, 1613, 1615,  
1616, 1617, 1624, 1625, 1632, 1637, 1643, 1646, 1649,  
1670

Will you please arrange to transfer the following amounts  
which are charged to the temporary work order pending the final  
determination of the proper capital authorization to be charged.  
These amounts should be transferred on the books of Philadelphia  
Electric Company as follows:

Debit:

15-1607-101 192,844.84

15-167950-101

(15-1607)	1957 Dec. Cash Journal Entry	4.50
(15-1608)	1958 March Cash Journal Entry	7.50
(15-1610)	1957 Nov. Cash Journal Entry	4.50
(15-1612)	1957 Dec. Cash Journal Entry	10.50
(15-1613)	1957 Dec. Cash Journal Entry	6.50
(15-1615)	1958 August Cash Journal Entry	12.75
(15-1616)	1958 April Cash Journal Entry	4.50
(15-1624)	1957 Oct. Cash Journal Entry	8.50
(15-1628)	1958 Cash Journal Entry (July)	15.00
(15-1632)	1958 Feb. Cash Journal Entry	5.50
(15-1637)	1958 May Cash Journal Entry	4.50
(15-1643)	1958 Nov. Cash Journal Entry	4.50
(15-1649)	1958 Oct. Cash Journal Entry	8.50

Total 192,935.09

Credit:

15-167950-101

(15-1607)	1957 Voucher J-2500	968.75
	1957 Voucher J-	100.00
	1958 Feb.	191.00

John L. Sunday

-4-

March 6, 1959

(6-1808)	1956 pay	9.00
	1957 Petty Cash (May)	10.00
	1955 Voucher -3511	7,182.00
	1958 Voucher -2803	27.50
	1958 Feb.	243.00
(6-1810)	1957 Voucher -6325	1,276.65
	1957 Petty Cash (June)	10.00
(6-1811)	1957 Voucher -3512	105.00
	1956 Petty Cash (Jan.)	5.00
	1958 Petty Cash (May)	5.00
(6-1812)	1957 Petty Cash (March)	20.00
	1957 Petty Cash (July)	10.00
	1957 Voucher L-2727	14,837.45
	1958 Feb.	215.00
(6-1813)	1957 Petty Cash (March)	10.00
	1957 Voucher L-2728	5,014.10
	1958 Feb.	215.00
	1959 March	125.00
(6-1815)	1957 August	125.00
	1958 Voucher -693	20,346.50
	1959 March	125.00
(6-1816)	1957 Voucher -4585	10.00
	1957 Voucher -386	10.00
	1957 Voucher -387	10.00
	1957 Voucher -4627	381.59
	1958 Feb.	215.00
	1958 April	27.50
(6-1817)	Petty Cash (Oct.) 1957	4.75
(6-1818)	Petty Cash (April) 1957	10.00
	1957 Voucher J-5847	1,464.75
(6-1819)	1957 Voucher (June)	150.00
	1957 Voucher -679	1,080.00
	1958 April	150.00
	1958 Voucher F-2891	24,698.50
(6-1822)	1957 Voucher -6355	10.00
	1958 Voucher -6327	3,597.60
	1958 Feb.	151.00
(6-1837)	1957 Petty Cash (Oct.)	10.00
	1958 Voucher (April)	250.00
	1958 Voucher -1736	457.55

John L. Sunday

-3-

March 6, 1959

(6-1683)	etty cash (July)	10.00
	1958 checker -4119	4,113.40
	1958 checker	45.00
(6-1684)	1957 etty cash	10.00
(6-1689)	1957 etty cash (Nov.)	10.00
	1958 etty	150.00
	1959 checker -275	2,091.20
(6-1690)	1953 checker -3295	10.00
	1958 checker -810	91.00
	1958 etty cash (Oct.)	1.10
Total -		692,915.09

*R. H. S.*  
Cal State Department

100:JLB

ch# 4588  
5/24/57

May 21, 57

TEN and 00/100 THE BAPTIST ORPHANAGE

10.00

.. For payment for Option for parcel of ground situate  
in Borough of Folcroft, Delaware County, Pa.

(File PE-1616)

(Please send check to Mr. H. J. McQuiston, 3rd floor, 1008 Walnut Street)

349950.101

6-1616

10 00 ✓

6.8. #F-386  
6/3/57

May 31, 57

HARRY H. APPLETON and LILLIAN P. APPLETON

TEN and 00/100 ----- 10.00

Consideration for option to purchase interest in parcel of  
ground in Folcroft Borough, Delaware County, Pa.

File PE-1616

(Please send check to Mr. H. J. McQuiston, 3rd floor, 1008 Walnut Street\_)

349950.101

6-1616

10 00 ✓

Pl. # F-387  
6/3/57

May 31,

57

PEARSON E. PIKE

TEN and 00/100 -----

10.00

Consideration for option to purchase interest in parcel of  
ground situate in Folcroft Borough, Delaware County, Pa.

File PE-1616

(Please send check to Mr. H. J. McQuiston, 3rd floor, 1008 Walnut Street)

349950.101

6-1616

10 00 ✓

December 19, 57

ck 12/21/57  
M 46v7

COMMONWEALTH LAND TITLE INSURANCE COMPANY

EIGHT HUNDRED EIGHTY-ONE AND 59/100- - - - - 881.59

Balance of funds required for the purchase of the right, title  
and interest in a tract or parcel of ground situate on Marsh Road  
in the Borough of Folcroft, Delaware County, Pa. from Pearson E.  
Pike, et al.

File PE-1616

(Please send check to H. J. McQuiston, 3rd floor, 1008 Walnut Street)

W.O. 349050-101

6-1616

\$881 59 ✓

40-20-20

CO

App No B-577-377

1000  
PAID  
ACCT

President

ALL

File-BE-1616

WHEN REMITTING



Third Floor -- 1008 Walnut Street

April 28, 1958

FROM: R. W. Smith  
TO: C. Winner, Treasurer  
SUBJECT: Commission on Title Insurance  
Files PE-1516, 1616 and 1651

Herewith are checks of Commonwealth Land Title Insurance Company to the order of H. J. McQuiston, Agent, and endorsed by him to Philadelphia Electric Company, one in the amount of \$38.50 for commission on title insurance secured in connection with the acquisition of premises in Bristol Township, Bucks County, Pennsylvania; another check in the amount of \$4.50 for commission in connection with the acquisition of property on Marsh Road in Felcroft Borough, Delaware County, Pennsylvania and another check for \$4.50 for commission in connection with property in Edgemount Township, Delaware County, Pennsylvania. The amount of these checks should be credited on the books of Philadelphia Electric Company as follows:

W.O. 349950-101

(6-1516)  
(6-1616)

\$38.50  
\$4.50 ✓

C.A. 723617-102

\$4.50

Will you please acknowledge receipt of these checks on the enclosed carbon copy of this letter.

*R. W. Smith*  
Real Estate Department

RWS:jtb  
Enclosures (3)

cc H. J. McQuiston

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Consideration

835.83

Ask.

2.50

Adj. Taxes

none - not assessed

835.83

Paid on account

30.00

805.83

Title Insurance

50.00 ✓

Record Deed

8.00 ✓

U.S. Doc. Stamps

1.10 ✓

Pa. 1% Stamps

8.33 ✓

Twp. 1% Stamps

8.33 ✓

881.59

P.E.G. to pay all  
stamps as per Agt.

Orig - 500.00  
P.E.G. - 100.00  
L.A. - 100.00  
2/19/57

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File: PE-1616

April 7, 1958


Romain C. Hoserick, Esquire  
1730 Land Title Building  
Philadelphia 10, Pa.

Dear Sir:

Enclosed is a copy of the sheet you  
signed for The Baptist Orphanage showing  
the proceeds of the sale in Folcroft Borough,  
Delaware County, Pennsylvania.

We thank you again for your cooperation.

Very truly yours,

  
H. M. Schenk  
Right of Way Section

FMS:111

Enc.

File: PE-1616

April 7, 1958

Mr. Pearson E. Pike  
State Road  
Media, Pa.

Dear Mr. Pike:

Enclosed is a copy of the sheet you  
signed showing the proceeds of the sale in  
Folcroft Borough, Delaware County, Pennsylvania.

We thank you again for your co-operation.

Very truly yours,

  
H. M. Schenk  
Right of Way Section

HEM:mit

Enc.

File: PE-1616

April 7, 1958


Hugh Bonner, Esquire  
12 South Avenue  
Media, Pa.

Dear Sir:

Enclosed is a copy of the sheet you  
signed for Mrs. Lillian P. Appleton, showing  
the proceeds of the sale in Folcroft Borough,  
Delaware County, Pennsylvania.

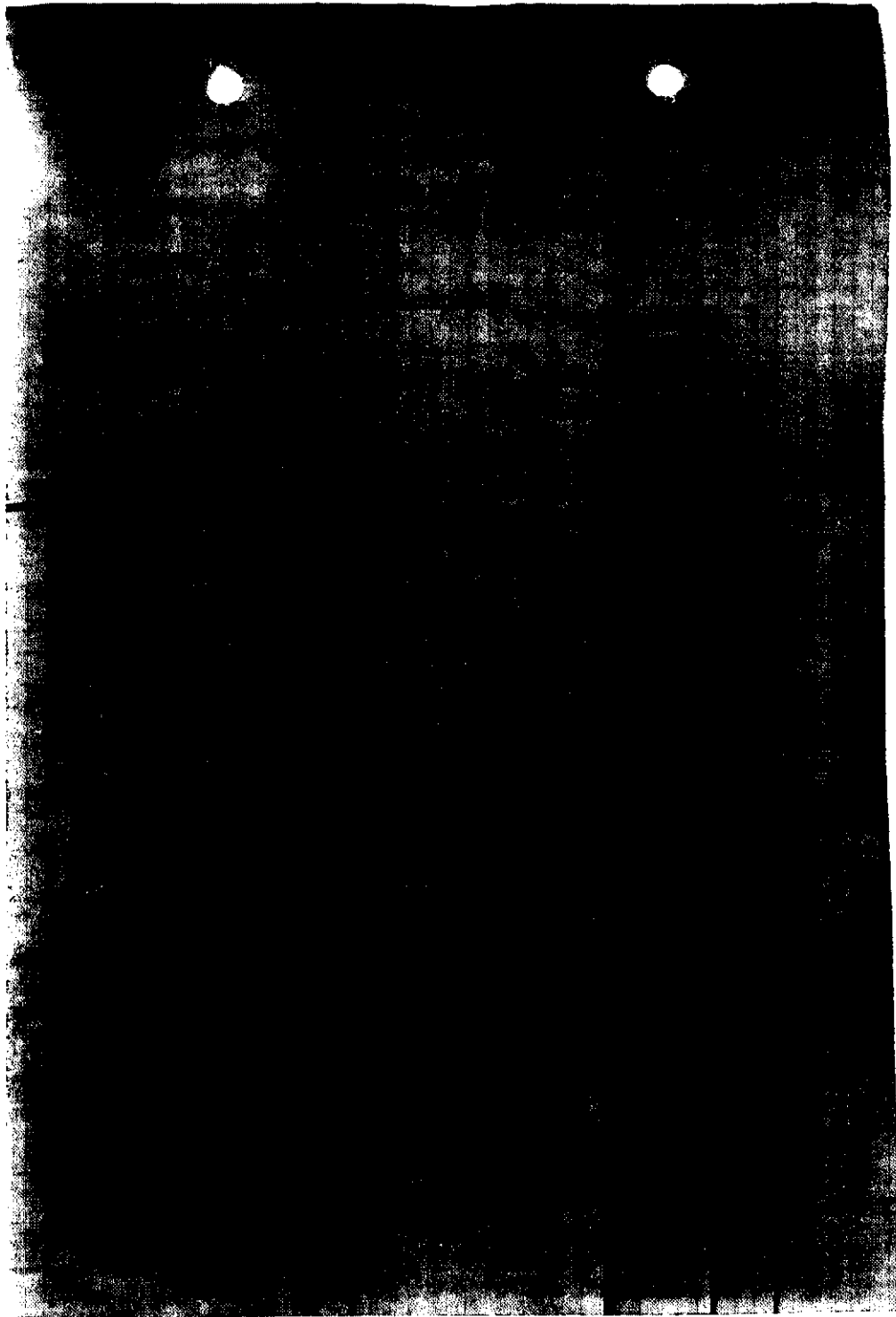
Thank you for your co-operation.

Very truly yours,

  
H. M. Schenk  
Right of Way Section

Enclosed

Enc.





ROMAIN C. HASSRICK  
GEORGE SCOTT STEWART, JR.  
MANFRED LANDAU

LAW OFFICES  
1730 LAND TITLE BUILDING  
PHILADELPHIA 10, PA.

RECEIVE		
JAN 24 1958		
W. McQUEEN		
M.G.E.		H. D.
	J.D.	
R.S.	WOLFE	REED

January 23, 1958. H.D.

Philadelphia Electric Company,  
1000 Chestnut Street,  
Philadelphia, Pa.

Attention Mr. H. M. Schenk  
Real Estate Department.

My dear Mr. Schenk:

I am returning herewith the Commonwealth Land  
Title Insurance Company Certificate No. B-877-377-M  
on the parcel of ground in which The Baptist Orphanage  
has an interest. The Company today removed the two  
objections that involved The Orphanage.

Very truly yours,

RCH:MM.  
enc.

*Romain C. Hassrick*

December 19, 57

✓ 12/23/57  
1146.57

COMMONWEALTH LAND TITLE INSURANCE COMPANY

EIGHT HUNDRED EIGHTY-ONE AND 59/100- - - - - 881.59

Balance of funds required for the purchase of the right, title  
and interest in a tract or parcel of ground situate on Marsh Road  
in the Borough of Folcroft, Delaware County, Pa. from Pearson E.  
Pike, et al.

File PE-1616

(Please send check to H. J. McQuiston, 3rd floor, 1008 Walnut Street)

W.O. 349950-101      6-1616      \$881      59

1008 Walnut Street - Third Floor

*December 18, 1957*

FROM: H. C. Oelschlager  
TO: H. M. Schenk  
SUBJECT: Pearson E. Pike, et al, property  
File: PE-1616

Attached for settlement in the above matter are the following:

1. Option Agreement
2. Deed and two copies thereof
3. Settlement Certificate in duplicate
4. Sheet showing disbursement of funds
5. Two copies of survey

A voucher has been ordered.

Settlement is to be completed on or before January 7, 1958.

H. C. Oelschlager  
Real Estate Department

HL:ede

Romain C. Hassrick, 700 Bankers Security Building, Philadelphia, is Solicitor for the Baptist Orphanage.

Instruct Lillian M. Appleton to be sure and sign all papers as Lillian M. Appleton which is the way in which she acquired title and not Lillian P. as she signed in the option. Also remind the Orphanage to be sure and put their seal on the Deed as they neglected to put same on the option.

**DAMON & FOSTER**  
REGISTERED CIVIL ENGINEERS & SURVEYORS  
CHESTER PIKE AND HIGH STREET  
SHARON HILL, PA.

RECEIVED		
DEC 9 1957		
W. H. McQUISTON		
M.G.E.		H.O.
	J.O.	
P.S.	MAIL	FILE

December 6, 1957.

Philadelphia Electric Company,  
1008 Walnut Street,  
Philadelphia, Penna.

Attention: Mr. John Dugan

Gentlemen:

We enclose herewith six prints of a revised plan of the rights-of-way.

Please note that we have shown on this plan the boundary lines of the Pike property as you requested. We also revised the northerly line along Maple Avenue.

If there is any question, please call me on the telephone.

Very truly yours,

DAMON & FOSTER

*Bernard*  
By: Bernard Marin

BM/p

Form 3824  
Rev. 1-52

## RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the number  
of which appears on the face of this Card.

1. Mrs. Mary H. Appleton

2. (Signature of addressee) (Name of person who received article at the Post Office)

Date of delivery 11/13

15-1616

FORM 3811  
Rev. 1-57

## RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the number of which appears on the face of this Card.

1. Pearson & Duke

(Signature of addressee)

2. Thane Keltie T. Chalmers

(Signature of addressee or agent for delivery, address on this card)

Date of delivery: NOV 13 1957

19

U.S. GOVERNMENT PRINTING OFFICE: 1957-12-12

FORM 3811  
Rev. 1-57

## RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the number of which appears on the face of this Card.

1. [Signature]

(Signature of addressee)

2. [Signature]

(Signature of addressee or agent for delivery, address on this card)

Date of delivery: 3/17/57

19

U.S. GOVERNMENT PRINTING OFFICE: 1957-12-12

Mr. McQuinton

7-17-57

Attention of N.P.O.

I have been able to

sign Pierson E. Pike holder of 11%,

Lillian M. Appleton holder of 11% and

The Baptist Orphanage Corp. holder of 33%.

Williams V. Pike Bateman Ind.,

Priscilla K. Pike Media Pa.

Perry C. Pike Moylan Pa.

Isaac V. Pike Jr Media Pa.

Have all refused to go along on  
the terms that the first group  
accepted. Further, they will not  
state any terms.

I don't consider this group all  
helpless. However, I think it  
will

advisable to be considering that a  
possibility.

CRA

RECEIVED		
JUL 18 1957		
ACQUISITION		
M.G.E.		J.D.
	J.D.	
R.S.	McL.	FILE



June 4, 1957

File PE-1616

Mr. Harry H. Appleton  
23 East 5th Street  
Media, Pa.

Dear Mr. Appleton:

We are inclosing check of Philadelphia  
Electric Company No. F-386, in the amount of Ten  
Dollars, representing the consideration for the Option  
given our company involving your interest in six acres  
of ground situate in Folcroft Borough, Delaware Co., Pa.

Very truly yours,

MGE:FM

*CRH*  
C. R. Holland  
Right of Way Section

*Q. H. S. 2-1-57*

DARBY 001506

Q. #F-386  
6/3/57

May 31, 57

HARRY H. APPLETON and LILLIAN P. APPLETON

TEN and 00/100 ----- 10.00

Consideration for option to purchase interest in parcel of  
ground in Folcroft Borough, Delaware County, Pa.

File PE-1616

(Please send check to Mr. H. J. McQuiston, 3rd floor, 1008 Walnut Street\_)

349950.101 6-1616 10 00

May 23, 1957

File PE-1616

The Baptist Orphanage  
58th Street and Thomas Avenue  
Philadelphia 43, Pa.

Attention of Mr. William Z. McLearn, Treasurer

Gentlemen:

We are inclosing check of Philadelphia  
Electric Company in the amount of \$10, representing the  
consideration for the Option given our Company involving the  
interest of The Baptist Orphanage in six acres of ground  
in Felcroft Borough, Delaware County, Pa.

Very truly yours,

*CRH*

G. R. Holland  
Right of Way Section

MGE:FM

Inclosure

*U*  
*AKS*

Ch# 64588  
5/21/57

May 21,

57

THE BAPTIST ORPHANAGE

TEN and 00/100 -----

10.00

.. For payment for Option for parcel of ground situate  
in Borough of Folcroft, Delaware County, Pa.

(File PE-1616)

(Please send check to Mr. H. J. McQuiston, 3rd floor, 1008 Walnut Street)

349950,101

6-1616

10 00

PRESIDENT  
CHARLES S. WALTON, JR.  
54TH ST. & GRAYS AVE.  
PHILADELPHIA 43

SECRETARY  
WALTON M. HENRY  
387 MEETINGHOUSE ROAD  
JENKINTOWN

# The Baptist Orphanage

CORPORATION  
58TH STREET AND THOMAS AVENUE  
PHILADELPHIA 43

May 16, 1957

PF-1616

RECEIVED		TREASURER
MAY 17 1957		WILLIAM Z. MCLEAR
W. McQUIS		150 S. BROAD STREET
		PHILADELPHIA 7
M.G.E.		H. O. OLIGTON
		ROMAIN C. HARRICK
	J.D.	708 BANKERS SECURITIES BLDG.
		PHILADELPHIA 7
R.S.	McL.	FILE

CRA

Philadelphia Electric Company  
1000 Chestnut Street  
Philadelphia 5, Pennsylvania

Attention: Mr. Holland  
Right-of-Way Section

Gentlemen:

I am enclosing herewith copy of Option Agreement pertaining to our interest in approximately six acres of ground in the Borough of Folcroft, which has been signed by Mr. Charles S. Walton, Jr., President.

Mr. Walton Henry is Secretary of The Baptist Orphanage and you may obtain his signature either by mailing the Option Agreement or taking it to him at his business address -

5815 Erdrick Street  
Philadelphia, Pennsylvania.

His telephone number is JE-3-7800.

Upon obtaining his signature, will you please send the check for the consideration of ten dollars (\$10.00) to me at this address.

Very truly yours,

*William Z. Mear*

William Z. Mear  
Treasurer

M.m

349950.101 6-1616 10.00

*61616*

May 1, 1957

Mr. Harry Oelschlager:

Please make ~~x~~ copies of the following deeds, which are enclosed:

- (1) Perry C. Pike to Isaac S. Pike, dated 2/19/1875 recorded in D.Bk. V-3, p. 517.
- (2) Isaac S. Pike et ux to Pearson E. Pike, dated 3/11/1880 recorded in D.Bk. U-4, p. 304.

Please send said copies to:

Mr. Pearson E. Pike  
East State Road,  
Media, Pa.

*P.W. Kennedy*  
P.W. Kennedy

5/2/57

Mr. Pearson E. Pike  
East State Road  
Media, Pennsylvania

Dear Mr. Pike:

Enclosed herewith are copies of the Deeds as per your request.

Very truly yours,

PHILADELPHIA ELECTRIC COMPANY

*P. W. Kennedy*  
P. W. Kennedy  
Right of Way Section

jtb

COMMONWEALTH LAND  
TITLE INSURANCE COMPANY  
Main Office, 1510 Walnut St. Philadelphia 2, Pa.  
Walnut 3-0400

Application Number B- 877377 M  
Premises Re: Marsh Road- Borough of  
Folcroft- Delaware Co. Pa.

Received 6/3/1957

We thank you for this application.

R B Chamberlain

132-00-32



May 31, 1957

Folcroft

Delaware

All that certain lot or parcel of ground situate on the easterly side of Marsh Road and bounded on the north by lands now or late of Albert E. Frank, et ux; on the east by land now or late of Arnold W. Rasmussen; on the south by Big Thoroughfare and on the west by said Marsh Road and more particularly shown outlined in red crayon on the blueprint plan hereto attached.

A SURVEY WILL BE FURNISHED.

SEE ATTACHED SHEET

Pearson E. Pike, et ux,  
William S. Pike, et ux,  
Priscilla K. Pike, et vir,  
Perry C. Pike, et ux,  
Isaac S. Pike, Jr., et ux,  
Lillian P. Appleton, et vir,  
and  
The Baptist Orphanage

PHILADELPHIA ELECTRIC COMPANY

1000 Chestnut Street,  
Philadelphia 5, Pennsylvania

Agent

PE-1616

DARBY 001514

Perry O. Fike, born 11/7/1905 leaving the following children and child of a deceased son:

Lillian May Pike, daughter of Pearson Pike, who was a son of Perry C. Pike, Asst. Inspr. S. Pike  
Priscilla E. Pike (now Lewis)

Pearson Pike, son of Perry C. Pike, decd., died 7/21/1974 leaving a will dated 7/21/1974 registered in S.F. No. 344, in which the testator failed to provide for the disposition of his real estate upon his daughter reaching 21 years of age, therefore the decedent must be considered as having died intestate as to the premises in question.

Therefore his daughter Marie was 1/3, only half at law, would be owner of a 1/3 interest, subject to the life estate of her mother Elizabeth C. Johnston, who died 7/22/1911.

Lizzie May Pike died 5/2/1895 leaving a will dated 7/1/1894, probated in W.D. No. 270, wherein she gave all the property she owned, real and personal, upon the death of her grandfather Perry S. Pike, unto her son, William H. Pike, for the life of Elizabeth C. Ashenfelter, and upon the death of Elizabeth C. Ashenfelter unto Baptist Church of Angora, Pa. It was provided that if a bequest to a charity fails in executor does not live or become the subject of the will, therefore Elizabeth C. Ashenfelter and Edward Ashenfelter, her husband, all the right to any share of the principal under said will or residue thereof 10/11/1895 rec. in D.R. L-9 p. 52.

Isaac S. Pike died 1/23/1916 leaving a will dated 11/20/1915 registered in W.D. 27-p. 123 wherein he gave 1/3 of his real estate unto Anna S. Pike, his wife, with everything over to Pearson W. Perkins S.; Franklin M. Jones S.; William M. Jones S.; and about 2/3 of his personal property unto my son, Charles S. Pike 1/23/1916.

Priscilla K. Lewis died 1/15/22 and her will dated 1/6/22 gave to W. B. No. 54-20-73 shares and gave her real estate unto husband, Robert K. Lewis, for life, the remainder to the children, each to have an undivided share and interest. Dr. Perry of the University of Chicago was executor. The children are Robert K. Lewis, K. Pike and William J. Lewis. The shares of the children are as follows: Robert will have 1/3, K. Pike 1/3 and William J. Lewis 1/3.

[illegible]

The above information was obtained from a confidential source who has provided reliable information in the past.

8  
7

100-100-100

100-100-100

100-100-100

# Commonwealth Land Title Insurance Company,

a Pennsylvania corporation, herein called the Company, for a valuable consideration, paid for this Policy of Title Insurance, does hereby insure the person or corporation named in Schedule A annexed as the Insured, and herein called the Insured, and all persons claiming the estate and property hereinafter mentioned under Insured by descent, by will, or under the intestate laws, and all other persons to whom this Policy may be transferred with the assent of this Company endorsed hereon, that the title of the Insured to the estate, mortgage, or interest described in said Schedule A is good and marketable and clear of all liens and encumbrances, charging the same at the date of this Policy, saving such estates, defects, objections, liens and encumbrances recited in the instrument referred to in said Schedule A, or as may be set forth in Schedule B annexed, or as may be excepted by the conditions of this Policy hereto annexed and hereby incorporated into this contract.

Liability hereunder shall not exceed the amount first set forth in said Schedule A, and no loss shall be payable hereunder except upon compliance by the Insured with the said conditions and not otherwise.

In Witness Whereof Commonwealth Land Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, on the date first set forth in said Schedule A.

Attest:

*John D. Connor*  
Secretary



SCHEDULE A

*John R. Waltz*  
President  
*Christopher J. Davis*  
Authorized Signature

AMOUNT \$5,625.00

DATE November 27, 1957 POLICY NO. B-882053

ASSURED: PHILADELPHIA ELECTRIC COMPANY

1. The Estate or Interest of the Insured covered by this Policy: Owner in fee.

2. The Deed or other means by which title is vested in the Insured:

Deed: Albert E. Frank and Elizabeth, his wife and others to Insured, dated

November 15, 1957, recorded November 27, 1957 in Deed Book 1862 page 406, at Media, Pennsylvania.

3. The land referred to in this Policy is described as set forth in the said instrument above mentioned and is identified as follows:

Beginning at a point at the intersection of the center line of Philadelphia Electric Company's transmission line right of way and the line dividing ground of Edward G. Frank and other and ground now or late of Albert E. Frank and wife, in the Borough of Folcroft, Delaware County, Pennsylvania.

SCHEDULE B

(Unless otherwise specifically excepted herein, this Policy insures that no restriction upon the sale or occupancy of insured premises on the basis of race, color or creed, has been filed of record at any time subsequent to February 13, 1930, and prior to the recording of the security instrument described under Schedule A-2 hereof.)

Showing estates, defects or objections to title and liens or encumbrances thereon which do or may now exist and against which the Company does not agree to insure, and also showing special risks insured against when so stated.

1. Any variation in location or dimensions and any other objections and easements which a survey for conveyance purposes would disclose, or which are visible on the ground.

2. Subject to the rights, if any, of the owners of land on Plan of Ashland Park to use of Maple, Erickson, Primos, Asbury or Douglas Avenues.

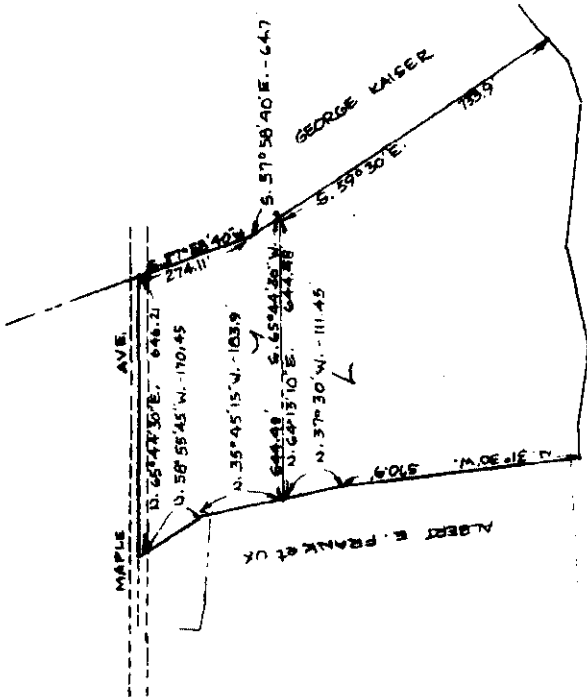
3. Possible additional assessment for school taxes under Act of January 14, 1952, P.L. 1944, relating to 3rd and 4th Class School Districts, or Township taxes under Act of July 1, 1955, P.L. 219, relating to 1st Class Townships.

4. Subject to Restrictions as created in Deeds out of The Columbia Real Estate Company, the common owner, as in Deed recorded in Deed Book W-6 page 246.



PE 1613

P.E. 1613



PHILADELPHIA NATIONAL BANK, IN TRUST FOR EDWARD G. FRANK, A MINOR - 1/4 INTEREST  
ALBERT E. FRANK, et ux, DB. 1573 P. 151. 3/4 INTEREST

FOLCROFT BORO  
DELAWARE CO.  
PENNA.  
SCALE - 1" = 400'

$$\begin{array}{r}
 240.35 \checkmark \\
 170.45 \checkmark \\
 \hline
 410.80 \\
 83.15 \checkmark \\
 \hline
 493.95 \checkmark \\
 20 \checkmark \\
 \hline
 513.95
 \end{array}$$

$$\begin{array}{r}
 240.35 \\
 83.15 \\
 \hline
 323.50 \checkmark \\
 170.45 \checkmark \\
 \hline
 493.95 \\
 20 \\
 \hline
 513.95
 \end{array}$$

$$\begin{array}{r}
 494.15 \\
 19.80 \\
 \hline
 \hline
 \end{array}$$

$$\begin{array}{r}
 323.50 \\
 170.45 \\
 \hline
 493.95 \\
 20 \\
 \hline
 \hline
 \end{array}$$

For J.A. Dugan

PE 1613

March 8, 1957

Mr. J.A. Dugan:

The 2 parcels of land in Folcroft Boro., Del. Co., Pa. which are shown on your blue print in the name of Edward J. Frank et ux and Albert E. Frank, et ux, D.Bk. 1298-p. 122, are now owned by Albert E. Frank and Elizabeth his wf., by deed dated 8/27/52 rec. in D.Bk. 1573-p. 151, Parcel #2.

The parcel shown on your blue print in the name of Edward J. Frank and Albert E. Frank D.Bk. 866-p. 586, the portion which ~~was owned by Edward J. Frank and Albert E. Frank~~ is now owned by Albert E. Frank and Elizabeth his wf., by deed dated 8/27/52 rec. in D.Bk. 1573-p. 151, Parcel #7.

The 2 parcels shown on your blueprint in the name of Edward J. Frank, individually D.Bk. 642-p. 270 and D.Bk. 701-p. 314, are now held by the following owners in the following proportions by deeds dated 8/27/52 rec. in D.Bk. 1573-p. 151 and D.Bk. 1573-p. 159:

Chester Cambridge Bank and Trust Company, now Philadelphia National Bank,	
Guardian of the estate of Edward George Frank, a minor,	1/4 interest
Albert E. Frank and Elizabeth his wife,	3/4 interest

P.W. Kennedy  
P.W. Kennedy



address of Albert E. Frank -  
" - " Chester Cambridge Bank and  
Trust Co. - 5th & Market St.,

Albert E. Frank Elizabeth his wife  
8-27-52 to 3-4-57

✓  
Chester-Cambridge Bank and Trust  
Company, Guardian of the estate of  
Edward George Frank, a minor,  
8-27-52 to  
now Philadelphia National Bank, Inc.  
8-27-52 to 3-4-57

granted

1573-151 I  
" -159 I

2020-385 ✓  
2101-276 ✓  
2139-572 ✓  
2222-155

granted

1573-148 ✓  
" -151 see  
" -159 see

1572-485

1616-572 ✓

1676-376 ✓

1682-298 ✓

1683-201 ✓

1722-201 ✓

(1722-201)

Bob

Deed

Albert E. Frank and Elizabeth E. his wf.,  
Gladys Frank, Chester-Cambridge Bank and Trust  
Company, Guardian of the Estate of Edward George  
Frank, a minor, Margaret Frances Frank, Margaret  
Frances Frank, Guardian of Albert John Frank,  
Albert John Frank, Charles James Frank and Edward  
Joseph Frank,

Dated- 8/27/52  
Ack.- Eo die  
Rec.- 1/19/53  
Cons.- \$1.00 I.R. \$6.05  
Pa. ~~\$51.20~~  
Boro. Tax pd.  
D.Bk. 1573-p. 159

to  
Chester Cambridge Bank and Trust Company, Guardian  
of the estate of Edward George Frank, a minor,  
Address- 5th and Market Sts., Chester, Pa.

PARCEL # 1 N/A

PARCEL # 2 AN UNDIVIDED 1/4 INTEREST IN AND TO ALL THAT CERTAIN lot or piece  
of ld. situate in Twp. of Darby, Co. of Del., Pa. b. and d. as follows:  
Same prem. as Parcel #5 described in D.Bk. 1573-p. 151. Cont. 5 ac. of ld., +  
SUBJECT however to the rights, if any of the owners of ld. on plan of Ashland  
Park, to the use of Maple, Erickson and Primos Avenues.

R. Being ss. prem. as in D.Bk. 642-p. 270.

PARCEL #3 AN UNDIVIDED 1/4 INTEREST IN AND TO ALL THAT CERTAIN TRACT or piece  
of ld. being a part of Ashland Park, as rec. in D.Bk. S-6, p. 640 situate in  
Twp. of Darby, Co. of Del., Pa. described as follows:

Same prem. as Parcel #6 described in D.Bk. 1573-p. 151.

R. Being ss. prem. as in D.Bk. 701-p. 314.

PARCEL #4 ALL THAT CERTAIN MOIETY OR UNDIVIDED 1/2 INTEREST IN AND TO:

All that certain lot or piece of ground, with ~~1~~ buildings thereon erected,  
situate in Boro. of Folcroft, Co. of Del. Pa. shown as lot #1 on the plan for  
Paul Lessy made by Damon and Foster, C.E.'s Sharon Hill, Pa. dated 6/8/51  
and rev. 6/12/51 b. and d. as follows: N/A

R. Being pt. of D.Bk. 866-p. 586.

PARCEL # 5 N/A

And Edward J. Frank died 1/5/49, intestate. This conveyance being authorized  
by the O.Ct. of Del. Co., Pa. by its Decree filed as of No. 458 of year 1949.

# Deed

Albert E. Frank and Elizabeth E. his wf.,  
Gladys Frank, Chester-Cambridge Bank and Trust  
Company, Guardian of the Estate of Edward George  
Frank, a minor, Margaret Frances, Margaret Frances Frank,  
Guardian of Albert John Frank, Albert John Frank,  
Charles James Frank and Edward Joseph Frank,

Dated- 8/27/52  
Ack.- No die  
Rec.- 1/19/53  
Cons.- \$1.00 I.R. \$11.55  
Pa. \$103.68 Boro. tax pd.  
D.Bk. 1573-p. 151

to  
Albert E. Frank and Elizabeth his wf.,  
Address-Maple Ave., Folcroft, Pa.

## INTER ALIA

PARCEL #1 N/A

PARCEL #2 All that certain tract or piece of ld. situate in Twp. of Darby,  
now Boro. of Folcroft, Co. of Del., Pa.,

Beg. at pt. of lds. of the H.K. Mulford Co. and ext. th. alg. the line  
of same S. 23° 55' 30" E. 287.25' to pt;  
th. N. 66° 50' 30" E. 1301.89' to the S.W. only side of Marsh Rd;  
th. ext. N. 44° 42' 30" W. alg. the line of sd. Marsh Rd; 302.68' to pt;  
th. N. 30° 45' 30" W. 15.7' to pt. in the line of lds. of sd. H.K. Mulford Co;  
th. ext. S. 66° 50' 30" W. 317.41' to pt;  
th. ext. S. 30° 45' 30" E. 10' to pt;  
th. ext. S. 66° 50' 30" W. 876.30' to the pt. of beg. described according to  
a survey thereof made by A.F. Dannon, Jr. surveyor on 11/21/16. Cont. 8.2939  
ac.

Also all that certain lot or tract of ld. with the buildings thereon  
erected situate in Twp. of Darby, Co. of Del., Pa. b. and d. as follows:

Beg. at a stone in the middle of the Marsh Rd. and across lane;  
th. alg. the middle of sd. cross lane and in the line of lds. of Harvey Horne  
N. 65° E. 32.25 P. to a cor. in line of lds. of Robert Henderson;  
th. by same S. 26 and 3/4 E. 18.05 P. to a cor. in a line of lds. of Perry Pike;  
th. by same S. 67° W. 26.6 P. to a stone in the middle of the Marsh Rd. aforesaid;  
th. alg. the middle of sd. rd. 18.5 P. to place of beg. Cont. 3 ac. and  
24 P. +

R. Being sa. prem. which Carl A. Lerup, Jr., widower by indenture dated  
5/18/45 rec. in D.Bk. 1298-p. 122 g. and c. unto Edward J. Frank and Gladys  
his wf., and Albert E. Frank and Elizabeth his wf., in fee.

PARCEL #3 N/A

PARCEL #4 N/A

PARCEL #5 AN UNDIVIDED 3/4 INTEREST IN AND TO all that certain lot or  
piece of ld. situate in Twp. of Darby, Co. of Del., Pa. b. and d. as follows:

Beg. at pt. in the middle line of Maple Ave. as shown on plan of Ashland  
Park, rec. in D.Bk. S-6, p. 640 and a cor. of lds. of George Kaiser;  
ext. sth. alg. sd. lds. of George Kaiser, S. 37° 58' 40" W. 274.11' to pt;  
th. still alg. sd. lds. S. 57° 58' 40" E. 64.7' to pt. a cor. of lds. of the  
Delaware Co. Trust Co;  
th. alg. the sd. lds. of sd. Delaware Co. Trust Co. S. 65° 44' 30" W. 644.48'  
to pt. a cor. of lds. of Robert R. Myers;  
th. alg. sd. lds. of sd. Robert R. Myers, N. 35° 45' 15" W. 183.9' to pt;  
th. alg. the sd. lds. N. 58° 55' 45" W. 170.45' to pt. in the middle line  
of sd. Maple Ave;  
th. alg. the middle line of same N. 65° 44' 30" E. 646.21' to place of beg.  
Cont. 5 ac. of ld. +

SUBJECT, HOWEVER, to the rights, if any, of the owners of ld. sit on Plan  
of Ashland Park, to the use of Maple, Erickson and Prince Avenues.

continued on page 2

Deed

R. Being sa. prem. which Eugene E. Smith and Miriam L. his wf. by deed dated 2/6/24 rec. in D.Bk. 642-p. 270 g. and c. unto Edward John Frank.

✓ PARCEL # 6 AN UNDIVIDED ~~3/4~~ 3/4 INTEREST IN AND TO ALL THAT CERTAIN tract or piece of ld. being a part of Ashland Park, as rec. in D.Bk. S-6, p. 640 b. and d. as follows:

Beg. at pt. in the N.E. <sup>erly</sup> property line of lds. of the Delaware Co. Trust Co., known as Ashland Park, a cor. of lds. of Edward John Frank and in line of lds. of George Kaiser, sd. pt. being at the distance of 64.7' measured S. 59° 38' E. alg. sd. property line from a pt. at an angle in same, sd. angle pt. being at the distance of 274.11' measured S. 99° 38' E. alg. sd. property line from its intersection with the middle line of Maple Ave; ext. th. from the 1st mentioned pt. alg. lds. of sd. George Kaiser, S. 99° 38' E. 733.9' to pt. in the middle of the Thoroughfare Creek; th. alg. the middle of sd. Thoroughfare Creek, S. 21° 38' W. 66' to pt; th. by same, S. 46° W. 99' to pt; th. by same, S. 69° 45' W. 338' to pt; th. by same S. 53° W. 247.5' to pt; th. by same S. 73° 38' W. 173.25' to pt; th. by same S. 64° 30' W. 39.6' to pt. a cor. of lds. of Robert E. Myers; th. by the last mentioned lds. N. 31° 38' W. 575.9' to pt; th. still by sd. lds. N. 37° 38' W. 111.45' to pt. a cor. of lds. of sd. Edward John Frank; th. by the last mentioned lds. N. 64° 13' 18" E. 644.18' to pt. of beg.

R. Being sa. prem. which the Delaware Co. Trust Co. by indenture dated 1/29/27 rec. in D.Bk. 701-p. 314 g. and c. unto Edward J. Frank.

PARCEL #7 All that certain lot or parcel of ground with the building thereon erected, situate in Boro. of Folcroft, Co. of Del., Pa. shown as lot #3 on plan for Paul Lessy, made by Damon and Foster, C.E.'s, Sharon Hill, Pa. dated 6/8/51 and rev. 6/12/51, b. and d. as follows:

Beg. at pt. in the title line in the bed of Maple Ave., as laid out 58' wide, sd. pt. being described from the intersection of the N.E. <sup>erly</sup> side of Maple Ave. with the N.E. <sup>erly</sup> side of Ashland Ave., as laid out 50' wide by the 2 ~~as~~ following courses and distances:

- (1) ext. alg. the N.E. <sup>erly</sup> side of sd. Maple Ave. N. 65° 40' 50" E. 284.54' to pt;
- (2) leaving sd. N.E. <sup>erly</sup> side of sd. Maple Ave. S. 19° 16' E. 25.64' to pt. of a beg. th. ext. alg. sd. title line N. 67° 49' 45" E. 288.83' to pt;
- th. leaving sd. Maple Ave. S. 26° 23' 18" E. 53.15' to pt;
- th. S. 22° 04' 10" E. 10' to pt;
- th. N. 72° 13' 50" E. 64.18' to pt;
- th. N. 67° 49' 45" E. 288.15' to pt. in the bed of a creek;
- th. leaving sd. creek S. 35° 49' 18" E. 308.95' to pt;
- th. S. 31° 11' 20" E. 523' to pt. in the bed of Big Thoroughfare Creek;
- th. by same, S. 61° 57' 47" W. 484.81' to pt;
- th. leaving sd. Creek N. 19° 16' W. passing through a truck shed 1,015' to 1st mentioned pt. of beg.

R. Being a pt. of prem. which Robert E. Myers and Jennie E. his wf. by deed dated 2/28/30 rec in D.Bk. 866-p. 586 g. and c. unto Edward J. Frank and Albert E. Frank, in fee.

PARCEL #8 N/A

And the sd. Edward J. Frank died 1/5/49 intestate. This conveyance is being authorized by the C.Gt. of Del. Co., Pa. by its decree filed as of No. 458 of year 1949.

REPORT OF SETTLEMENT

PURCHASED BY PHILADELPHIA ELECTRIC COMPANY FROM ALBERT E. FRANK,  
ET UX, ET AL.

PREMISES: REAR OF THE WESTERLY SIDE OF CALCON-HOOK ROAD, FOLCROFT  
BOROUGH, DELAWARE COUNTY, PENNSYLVANIA.

CONTAINING 3.6515 ACRES, MORE OR LESS


FILE PE-1143

Settlement in the above matter was made in Escrow,  
Friday, November 15, 1957 at 3:30 P.M. in the Chester office  
of Commonwealth Land Title Insurance Company. Those present  
were Mr. John M. Salerno, Real Estate broker, Mr. Albert E.  
Frank, the Seller, Mr. William Fluhardy, Manager of the office  
and the undersigned. On Monday, November 25, the settlement  
was completed after sellers had forwarded a tax certification  
and the deed was checked with the survey.

Attached are the following:

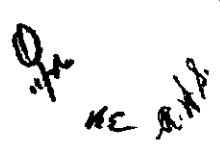
1. Filled in skeleton copy of Deed.
2. Marked up Title Report.
3. Sheet showing disbursement of consideration.
4. Check for \$6.50 - brokers commission.

1957 taxes were paid but we were unable to make an  
— adjustment since we had no tax bills or assessments. I agreed  
that we would give the sellers a tax adjustment for one month  
and fifteen days when the records could be checked as to the  
approximate assessment of the land purchased at this time.

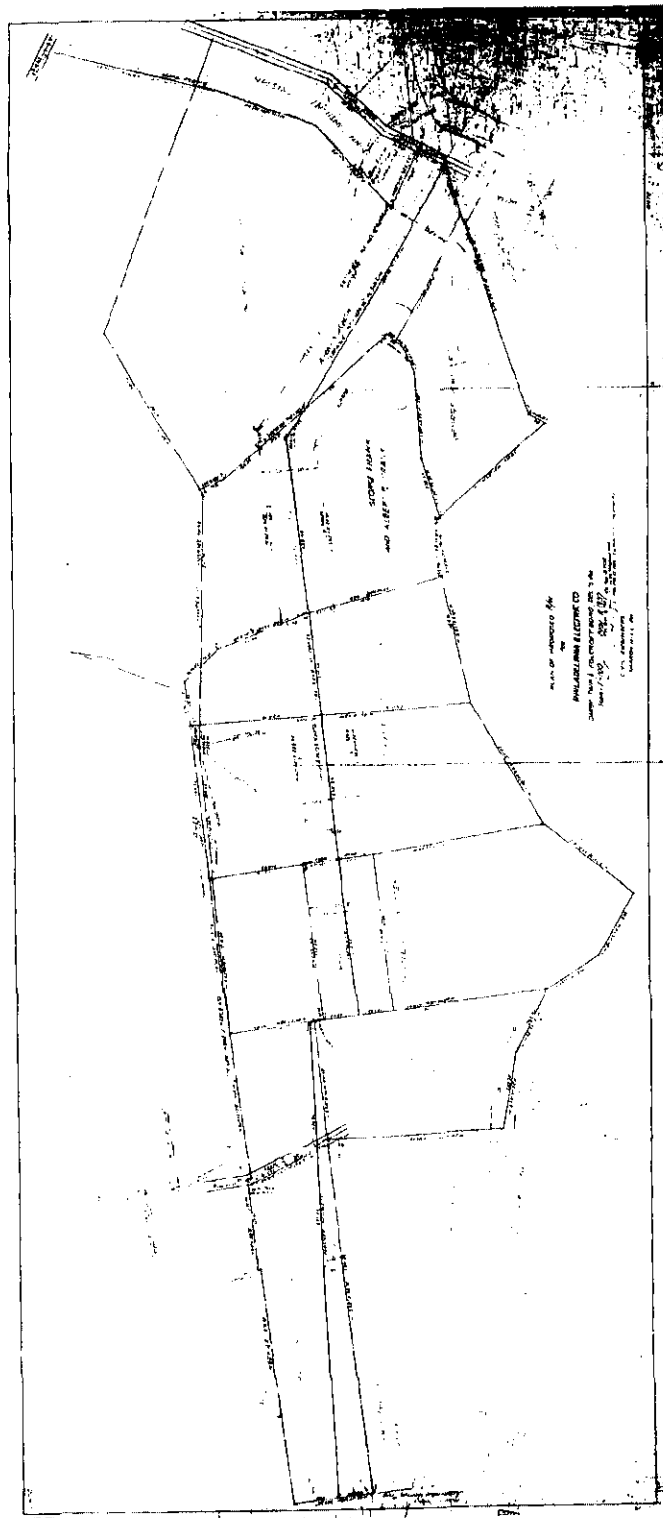
  
H. M. SCHENK  
Right of Way Section  
November 26, 1957

HMS:mlt  
Attachments (4)













# This Indenture

Made the 15<sup>TH</sup>

day of NOVEMBER in the year of our Lord one thousand nine

hundred and fifty-seven (1957) — Between ALBERT E. FRANK and  
ELIZABETH FRANK, his wife, and EDWARD GEORGE FRANK and CAROLINE  
MARIE FRANK, his wife, all of the Borough of Folcroft, County of  
Delaware, Commonwealth of Pennsylvania (hereinafter called the Grantors), of the one part, and

PHILADELPHIA ELECTRIC COMPANY, a corporation of the Commonwealth

of Pennsylvania, (hereinafter called the Grantee), of the other part:

Witnesseth, That the said Grantors for and in consideration of the sum of —  
FIVE THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$5,625.00) — lawful  
money of the United States of America, unto them — well and truly paid by the said  
Grantee — at and before the sealing and delivery of these presents, the receipt whereof is  
hereby acknowledged, have — granted, bargained, sold, aliened, enfeoffed, released and  
confirmed, and by these presents do — grant, bargain, sell, alien, enfeoff, release and  
confirm unto the said Grantee, its Successors — and Assigns, —

ALL THAT CERTAIN strip or parcel of ground situate in the  
Borough of Folcroft, County of Delaware, Commonwealth of Pennsyl-  
vania, bounded and described in accordance with a survey and plan  
thereof made by Damon & Foster, Civil Engineers, Sharon Hill,  
Pennsylvania, dated November 11, 1957, as follows: —

BEGINNING at a point at the intersection of the center line of  
Philadelphia Electric Company's transmission line right of way (200'  
wide) and the line dividing ground of Edward G. Frank, et al, and  
ground now or late of Albert E. Frank, et ux, said point being at  
the distance of ~~five hundred, thirteen feet and ninety five one-~~  
~~hundredths of a foot (513.95')~~ measured southeastwardly along said  
dividing line from an iron pipe in the title line in Maple Avenue  
at a corner common to the aforementioned grounds and extending  
thence from said point of beginning along ground now or late of  
Albert E. Frank, et ux, the two (2) following courses and distances:  
(1) North thirty-seven degrees fourteen minutes three seconds West  
(N. 37° 14' 03" W.) twenty feet (20') to a point and (2) North  
forty-two degrees fifty-two minutes thirteen seconds West (N. 42°  
52' 13" W.) eighty-three feet and fifteen one-hundredths of a foot  
(83.15') to a point, said point being at the distance of one  
hundred feet (100') measured northwestwardly from and at right  
angles to the aforementioned center line; thence through ground of  
Edward G. Frank, et al, on a line parallel with and one hundred  
feet (100') distant measured northwestwardly from and at right  
angles to the aforementioned center line North sixty-two degrees  
fifteen minutes twenty seconds East (N. 62° 15' 20" E.) six hundred  
fifty-one feet and thirteen one-hundredths of a foot (651.13') to  
a point in line of ground now or late of George Kaiser; thence along  
the last mentioned ground the two (2) following courses and dis-  
tances: (1) South sixty-three degrees thirty-eight minutes twenty-  
eight seconds East (S. 63° 38' 28" E.) two hundred thirteen feet  
and thirty-five one-hundredths of a foot (213.35') to a point on  
the aforementioned center line and (2) continuing South sixty-three  
degrees thirty-eight minutes twenty-eight seconds East (S. 63° 38'  
28" E.) three hundred fifty feet (350') to a point, said point  
being at the distance of one hundred feet (100') measured south-  
westwardly from and at right angles to the aforementioned center  
line; thence through said ground of Edward G. Frank, et al, the  
two (2) following courses and distances: (1) on a line parallel  
with and one hundred feet (100') distant measured northwestwardly  
from and at right angles to the aforementioned center line

eighty degrees fourteen minutes ten seconds West (N. 80° 14' 10" W.) four hundred twenty-one feet and three one-hundredths of a foot (421.03') to a point and (2) on a line parallel with and one hundred feet (100') distant measured southeastwardly from and at right angles to the aforementioned center line South sixty-two degrees fifteen minutes twenty seconds West (S. 62° 15' 20" W.) six hundred five feet and seventy-six one-hundredths of a foot (605.76') to a point in line of ground now or late of Albert E. Frank, et ux, and thence along the last mentioned ground North thirty-seven degrees fourteen minutes three seconds West (N. 37° 14' 03" W.) one hundred one feet and thirty-nine one-hundredths of a foot (101.39') to the first mentioned point and place of beginning.

—CONTAINING three acres and six thousand five hundred fifteen ten-thousandths of an acre (3.6515 acres), more or less.

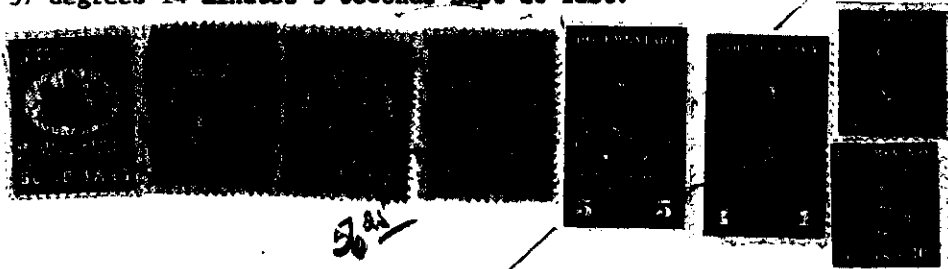
—BEING a part of the same premises which ALBERT E. FRANK, ET UX, ET AL, by Indenture bearing date the 27th day of August A.D. 1952 and recorded in the Office for the Recording of Deeds &c., in and for the County of Delaware in Deed Book No. 1573, page 151 &c., granted and conveyed an undivided three-quarter interest unto ALBERT E. FRANK and ELIZABETH FRANK, his wife, in fee.

—AND ALSO BEING a part of the same premises which ALBERT E. FRANK ET UX, ET AL by Indenture bearing date the 27th day of August A.D. 1952 and recorded in the Office aforesaid in Deed Book No. 1573, page 159 &c., granted and conveyed an undivided one-quarter interest unto CHESTER-CAMBRIDGE BANK AND TRUST COMPANY, GUARDIAN of the ESTATE OF EDWARD GEORGE FRANK, a Minor, in fee.

—AND the said EDWARD GEORGE FRANK became 21 years of age on June 30, 1957.

—TOGETHER with the right of ingress and egress to and from said strip of ground and the right, as often as the Grantee, its Successors and Assigns, shall deem necessary, to cut down and remove from the premises of the Grantors adjoining said strip on either side thereof any trees which may endanger the safety, interfere with the use of, or be a menace to any facilities or structures which may now or in the future be maintained by the Grantee, its Successors and Assigns, upon said strip of ground.

The beginning point of (513.95') is located as follows. (1) South 66 degrees 2 minutes 43 seconds East 170.45 feet (2) South 42 degrees 52 minutes 13 seconds East 323.50 feet and (3) South 37 degrees 14 minutes 3 seconds East 20 feet.



RECEIVED

WITNESS AS SIGNING

ON THE 15<sup>th</sup> day of November Anno Domini 1957, before me, the  
subscriber, a Notary Public in and for the Commonwealth of Pennsylvania,  
personally appeared the above-named ALBERT E. FRANK and ELIZABETH FRANK, his wife,  
and EDWARD GEORGE FRANK and CAROLINE MARIE FRANK, his wife, \_\_\_\_\_  
and in due form of law acknowledged the above  
Indenture to be their and each of their \_\_\_\_\_ act and deed, and desired the same might be  
recorded as such.  
WITNESS my hand and notarial seal the day and year aforesaid.

*William J. Dubasty*  
Notary Public

NOTARY PUBLIC  
My Commission Expires March 3rd, 1960  
CHESTER, DEL. CO., PENNA.

The residence of the within-named Grantee is 1000 Chestnut Street  
Philadelphia, Pa. On behalf of said Grantee

COMMONWEALTH LAND  
INSURANCE COMPANY

Chesley Office  
B-882053, File No. 1613  
BERGESS

**Deed**  
1866-1966

ALBERT E. FRANK  
and  
ELIZABETH FRANK, his wife,  
and  
EDWARD GEORGE FRANK  
and  
CAROLINE MARIE FRANK, his wife,

5-50

to

PHILADELPHIA ELECTRIC COMPANY

No. 230  
Two & Larkin Co., 11 N. 23th St., Philadelphia

Premises:

Foldcroft Borough  
Delaware County  
Pennsylvania

COUNTY OF DELAWARE  
PENNSYLVANIA  
**REGISTERED**  
NOV 27 1957  
NOV 27 1957  
DEPT. OF REVENUE

RECORDED in the Office for Recording of Deeds in and for DELAWARE COUNTY  
in Deed Book No. 141 Page 406  
WITNESS my hand and seal of Office this \_\_\_\_\_  
day of NOVEMBER Anno Domini 1957

Together with all and singular the \_\_\_\_\_ improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantors, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof. \_\_\_\_\_

To have and to hold the said lot — or piece — of ground above described, \_\_\_\_\_

\_\_\_\_\_ hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its Successors \_\_\_\_\_ and Assigns, to and for the only proper use and behoof of the said Grantee, its Successors \_\_\_\_\_ and Assigns forever. RESERVING, however, unto the said Grantors, their Heirs and Assigns (for so long as they or any of them shall own land adjoining above described strip of ground on both sides thereof) for the use of said Grantors, their Heirs and Assigns, tenants and occupiers of said adjoining land, the right to cross at grade over above described strip of ground at such convenient place or places as may be mutually agreed upon, SUBJECT, however, to the construction, erection, operation and maintenance by the said Grantee, its Successors and Assigns, of facilities or structures for its or their corporate purpose in, on, along, over and under the above described strip of ground without liability in any manner to said Grantors, their Heirs and Assigns. AND PROVIDED that neither the Grantors, their Heirs and Assigns, or the Grantee, its Successors and Assigns, shall be liable or obliged to construct or maintain any fences along the above described strip of ground. \_\_\_\_\_

And the said Grantors, for themselves and their \_\_\_\_\_

Heirs, Executors, and Administrators do — by these presents covenant, grant and agree, to and with the said Grantee, its Successors \_\_\_\_\_ and Assigns, that they, the said Grantors, and their \_\_\_\_\_

\_\_\_\_\_ Heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its Successors \_\_\_\_\_ and Assigns, against them, the said Grantors and their \_\_\_\_\_

Heirs, and against all and every other Person and Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, them \_\_\_\_\_ or any of them, Shall and Will, RESERVING and PROVIDED as aforesaid, WARRANT and forever DEFEND. \_\_\_\_\_

In Witness Whereof the said parties \_\_\_\_\_ of the first part to these presents have \_\_\_\_\_ hereunto set their hands and seals. Dated the day and year first above written. \_\_\_\_\_

Signed, Sealed and Delivered

IN THE PRESENCE OF ME:

John A. Salerno

Albert E. Frank

Albert E. Frank

Elizabeth Frank

Elizabeth Frank

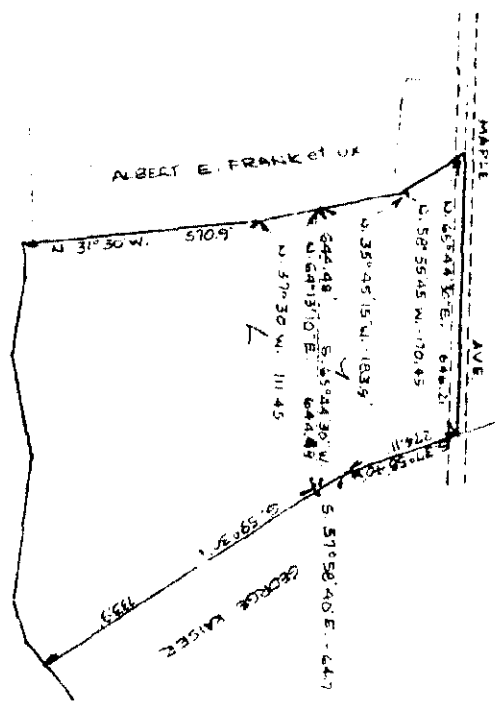
Edward George Frank

Edward George Frank

Edward George Frank

Caroline Marie Frank

Caroline Marie Frank (SEAL)  
Caroline Marie Frank



PHILADELPHIA NATIONAL BANK, IN TRUST FOR EDWARD G. FRANK, A MINOR - 1/4 INTEREST  
ALBERT E. FRANK, et ux, DB 1573 P. 151. 3/4 INTEREST

FOLCROFT BORO  
DELAWARE CO.  
PENNA.  
SCALE - 1" = 400'



Write Edward G. Frank  
of Falcraft Pa.

P.E. 1613

WHEREAS, the undersigned are the owners of premises situate in the ~~Township~~ Borough of Falcraft, County of Delaware and Commonwealth of Pennsylvania, comprising approximately 17 acres of ground, described in Deed dated the 27th day of August in the year 1952, and recorded in the Office of the Recorder of Deeds of said County and Commonwealth, in Deed Book No. 1573, at page 159 &c.

NOW THIS OPTION AGREEMENT WITNESSETH, That in consideration of the sum of (\$10.00) paid to the undersigned, the receipt whereof is hereby acknowledged, the undersigned (hereinafter referred to as "Sellers") hereby give unto PHILADELPHIA ELECTRIC COMPANY (hereinafter referred to as "Buyer"), the option, to be exercised as hereinafter provided at any time within 180 days after the date hereof, of purchasing for the price or sum of \$5625.00

All That Certain 200 foot wide strip of the aforementioned ground, which strip is described as follows, that is, 100 feet on each side of the following described center line:

BEGINNING at a point in line of land of George Kaiser said point being approximately 370 feet southwest of a corner common to the aforesaid George Kaiser's land and land of the undersigned; thence extending in a northwesterly direction through land of the undersigned for a distance of approximately 140 feet to a point; thence angling to the left and continuing through land of the undersigned in a southwesterly direction for a distance of approximately 680 feet to a point in line of land of Albert E. and Elizabeth Frank, said point being approximately 20 feet southeast of a corner common to the aforesaid Albert E. and Elizabeth Frank's land and lands of the undersigned.

RESERVING unto Sellers, their heirs and assigns (for so long as they or any of them shall own land adjoining said strip of ground on both sides) for the use of said Sellers, their heirs and assigns, tenants and occupiers of said adjoining land, the right to cross at grade over said strip of ground at such convenient place or places as may be mutually agreed upon, said right to cross to be subject to the construction, erection, operation and maintenance by Buyer, its successors and assigns, of facilities or structures for its or their corporate purposes without liability in any manner to Sellers, their heirs and assigns.

TOGETHER with the right, as often as Buyer shall deem necessary, to cut down and remove from the premises of Sellers adjoining said strip of ground any trees which may endanger the safety, interfere with the use of, or be a menace to any facilities or structures which may now or in the future be maintained by Buyer upon said strip of ground, with the right of ingress and egress.

It is further understood and agreed that:

1. Buyer is granted the right to make surveys of said strip of ground during the option period, and, upon exercise of the option, shall have the right to immediate possession of said strip of ground.

Paid  
Mar. 2  
Apr. 30  
May 30  
June 30  
July 31  
Aug. 31  
Sept. 30  
1950

*C. R. Holland*  
*A. L. Frank*  
*Elizabeth Frank*

3. Buyer shall permit Sellers to use a portion of the said strip of ground for grazing, cultivation and other agricultural pursuits, to include planting of trees or shrubbery which shall not be allowed to grow beyond a height of six feet, and the remaining portion of said strip for sanitary fill, in accordance with the rules and regulations of state and local authorities, provided that such fill shall not exceed six feet above the present grade of said strip and shall be kept reasonably level at all times under a form of license satisfactory to counsel for the buyer.



2. Buyer shall reimburse Sellers for any damage caused by Buyer or its representatives to crops planted before the date hereof and not harvested before Buyer takes possession.

3. <sup>see new clause attached</sup> Buyer shall permit Sellers to use the said strip of ground for grazing, cultivation or other agricultural pursuits, not to include planting of trees or shrubbery, <sup>under a form of license</sup> satisfactory to counsel for Buyer.

4. Neither party shall be obligated to construct or maintain any fences along said strip of ground, but with respect to existing fences across said strip of ground which Buyer may find it necessary to open for access, repairs shall be made by Buyer, or in lieu of such repairs, Buyer may install a gate.

5. This option may be exercised at any time before the expiration thereof by notice delivered personally or mailed by registered mail to the undersigned, or to the representative of Sellers, at Falarati Co. Boholus. Sellers hereby certify that the above is the correct name and post-office address of their representative to whom they desire and direct Buyer to mail or deliver all notices and payments pertaining to this agreement.

6. Upon the exercise of this option it shall be and becomes an Agreement of Sale between Sellers and Buyer, and settlement shall be made upon the following terms and conditions:

(a) Settlement to be made at a convenient place designated in said notice, within sixty (60) days from the date of said notice.

(b) Upon the payment of the purchase price, less the amount paid for this option, Sellers shall execute and deliver a Deed conveying to Buyer said strip of ground in fee simple, free and clear of all liens and encumbrances, together with the rights hereinabove mentioned. The Deed shall be prepared by Buyer and acknowledged, stamped and recorded at Buyer's expense.

7. This agreement shall be binding upon and inure to the benefit of the executors, administrators, heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Sellers have hereunto set their hands and seals on this 23rd day of Mar. A.D. 1957.

Signed, sealed and delivered in the presence of:

CR Holland

Albert E Frank (SEAL)  
(Albert E. Frank)

CR Holland

Elizabeth Frank (SEAL)  
(Elizabeth Frank, his wife)

7-10 CR Holland

Charles D Frank (SEAL)  
Caroline Marie Frank h w

# COMMONWEALTH LAND TITLE INSURANCE COMPANY

No. B752-05374 Date 11/15/57  
 Seller Alfred E. Frank, et al Office Charlottesville  
 Purchaser Public Electric Co Clerk J. H. Carter  
 Premises 2 of Public Electric Co Refr Applicant H. D. M. Gantner  
Box of Telegraph - Del. Co

Consideration	5625.00
Taxes for Current Year	To be adjusted out of Sale
Water and Sewer Rents	
Rent	
Acknowledgement of Deed	5625.00
Paid on Account	10.00
Taxes for Current Year	
Water and Sewer Rents	
Rent	
Balance Due Seller	10.00
	5615.00

SETTLEMENT WITH SELLER			SETTLEMENT WITH PURCHASER		
Satisfaction of Mortgage			Balance Due Seller		5615.00
			6.50	This Company Charges	70.00
			Recording and Service	Deed	Mfg.
					8.00
			Notary Fees		2.00
			Transfer Tax	Prop.	5625
				State	5625
				and Tax	660
Taxes					
Water and Sewer Rents					
Federal Revenue Stamps					
Transfer Tax					
Notary Fees		1.00			
Held for		1.00			
TOTAL DISBURSEMENTS					
Balance Due Seller		5615.00			
Deposited by		10.00	Fund Necessary to Complete Settlement		5814.10
Less: Total Disbursements		1.00			
Net Proceeds of Sale		5614.00	Deposited to		5614.00

This above settlement examined and approved, in consideration of which Commonwealth Land Title Insurance Company is directed and authorized to issue its policies hereon. Any funds held for disposition or the proceeds of the company will be held without the payment of interest and shall be the property of Commonwealth Land Title Insurance Company.

Seller Alfred E. Frank Purchaser Public Electric Co  
By By

# Commonwealth Land Title Insurance Company

No. B-882-053-4

PE-1613

PHILADELPHIA,

July 12,

1957

The premises endorsed herein are subject to the following items, which will be accepted in the policy unless removed:

## MORTGAGES

NONE

## TAXES

Receipts for all taxes for the years 1952 to 1956, inclusive, must be produced.  
Taxes due for current year 1957.

## WATER RENTS

Possible unpaid bills. No liability is assumed.

## SEWER RENTS

Receipts for Sewer Rents for the years 1952 to 1956, inclusive, must be produced.  
Sewer Rents due for current year 1957.

## MECHANICS AND MUNICIPAL CLAIMS

Liability for any unfilled Mechanics Liens and Municipal Claims that may be filed for work done or ordered to be done.  
NONE

## JUDGMENTS (3)

A.B.C. Credit Inc. vs Edward C. Frank  
C.P. November Term 1953 #1598 D S B 1/26/1954 -\$600.00

A.B.C. Credit Inc. vs Edward C. Frank  
C.P. June Term 1954 #657 D S B 7/1/1954 --\$600.00

Thompson Finance Service Inc. vs Edward C. Frank  
C.P. March Term 1955 #255 D S B -3/27/1955--\$600.00

## OBJECTIONS A

Proof that Albert E. Frank and Elisabeth Frank, his wife, grantees in deed recorded in Deed Book 1573 page 151, are the same persons as the proposed grantors.

Proof that Edward George Frank, formerly a minor, for whom title to an interest in premises is held by Chester-Cambridge Bank & Trust Co. as guardian under Deed dated 8/27/1958 recorded in Deed Book 1573 page 159, is the same person as Edward George Frank, one of the proposed grantors.

Subject to Restrictions as created in deeds out of The Columbia Real Estate Company, the common owner, i.e. as in Deed Book V-6 page 216. (attached).

Subject to the rights, if any, of the owners of land on Park of Ashland Park to use of Maple, Princeton, Prince, Ashbury or Douglas Avenues.

Description endorsed on this Certificate in accordance with a survey by Nelson and Foster dated 11-11-1957, as to total distance constituting beginning point 514.95 feet to be approved by the applicant. A description in accordance with said survey by someone apparently inadvertently stated said beginning point (no lines down into three corners and distances) as a total distance of 494.15 feet.

Possible additional assessment for school taxes under Act of July 1, 1954, relating to 3rd and 4th Class School District, or townships under Act of July 1, 1954, relating to 1st Class Township.

Any partition in location or dimensions and any other objections and assessments which a survey for conveyance purposes would check or which are visible on the ground.

Subject to the payment of state and local real estate transfer taxes.  
Proof that all parties in this transaction are of full age and legally competent.

Proof that this transaction is not within the Bankruptcy or Insolvency Acts.  
The following items are not objections to title, but are furnished for information only.

## NOTICE

COMMONWEALTH LAND TITLE INSURANCE COMPANY  
PHILADELPHIA, PA.  
AND SURETY BOND BILLS  
ON REQUEST  
SEE ATTACHED PAGE

Information relating to street improvements, except where the improvement is completed, for which a lien can be filed, not being within the scope of this insurance, is not certified.

When the transaction is closed and the papers recorded (which constitute a Policy of Insurance of this Company) will be issued by the Company and this policy up Report.

*William E. Hall*  
ASST. VICE PRESIDENT

B-668-053-M

CONTINUED

INSTRUMENTS  
TO BE PRODUCED  
AND RECORDED

RECITAL

DEED:--Albert E. Frank and Elizabeth Frank, his wife, and Edward George Frank and Geraldine Marie Frank, his wife  
To Philadelphia Electric Company

Dated

Recorded

BEING a part of the same premises which Albert E. Frank et al by Indenture bearing date the 27th day of August A.D. 1932 and recorded in the Office for the Recording of Deeds in Delaware County in Deed Book 1573 page 151, granted and conveyed An undivided Three-quarter interest unto Albert E. Frank and Elizabeth Frank, his wife, in fee.

AND ALSO BEING a part of the same premises which Albert E. Frank et al by Indenture bearing date the 27th day of August A.D. 1932 and recorded in the Office for the Recording of Deeds in Delaware County in Deed Book 1573 page 151, granted and conveyed An undivided One-quarter interest unto Chester-Granbridge Bank and Trust Company, Guardian of the Estate of Edward George Frank, a Minor.

AND THE SAID Edward George Frank became 21 years of age on 6/30/1957.

DELAWARE COUNTY

SUBJECT TO RESTRICTIONS as created in deeds out of The Columbia Real Estate Company the common owner, (sample of which as in Deed Book W 6 page 246).

Under and subject nevertheless to the following restrictions that no building shall ever be built on said lot within 25' of the front line thereof open porches excepted and the lower or the first floor of all buildings for dwelling or business purposes shall be at least 3' above the established grade of the street in front of said building that no structure for offensive use or occupation shall ever be erected thereon and that no privy well shall be sunk on the premises nor shall any privy be constructed unless the same be lined with brick laid and entirely covered with good hard cement or made of iron or some other durable material absolutely water tight and further that no privy shall be erected within 5' of the line of any adjoining property and also that the side walk in front of the said lot shall be graded within six months from the time the street in front of said lots shall be graded.

## DESCRIPTION

ALL THAT CERTAIN Strip or parcel of ground SITUATE in the Borough of Folcroft, County of Delaware and State of Pennsylvania bounded and described in accordance with a survey and plan thereof made by Damon and Foster, Civil Engineers, Sharon Hill, Pennsylvania dated November 11, 1957, as follows:

BEGINNING at a point at the intersection of the center line of Philadelphia Electric Company's transmission line right of way (200 feet wide) and the line dividing ground of Edward G. Frank, et al, and ground now or late of Albert E. Frank, et ux said point being measured the three following courses and distances Southeast along the said dividing line from an iron pipe in the title line of Maple Avenue at a corner common to the aforesaid grounds, as follows, to wit (1) South 66 degrees 2 minutes 43 seconds East 170.45 feet (2) South 42 degrees 52 minutes 13 seconds East 353.50 feet and (3) South 37 degrees 14 minutes 3 seconds East 20 feet (making a total distance of 513.95 feet) and extending thence from said point of beginning along ground now or late of Albert E. Frank, et ux, the two (2) following courses and distances (1) North 37 degrees 14 minutes 03 seconds West 20 feet to a point and (2) North 42 degrees 52 minutes 13 seconds West 83.15 feet to a point said point being at the distance of 100 feet measured Northwestwardly from and at right angles to the aforesaid mentioned center line; thence through ground of Edward G. Frank, et al, on a line parallel with and 100 feet distant measured Northwestwardly from and at right angles to the aforementioned center line North 62 degrees 15 minutes 20 seconds East 651.13 feet to a point in line of ground now or late of George Kaiser; thence along the last mentioned ground the two (2) following courses and distances (1) South 63 degrees 38 minutes 28 seconds East 213.35 feet to a point on the aforementioned center line and (2) continuing South 63 degrees 38 minutes 28 seconds East 350 feet to a point said point being at the distance of 100 feet measured Southwestwardly from and at right angles to the aforementioned center line; thence through said ground of Edward G. Frank et al the two (2) following courses and distances: (1) on a line parallel with and 100 feet distant measured Southwestwardly from and at right angles to the aforementioned center line North 80 degrees 14 minutes 10 seconds West 421.03 feet to a point and (2) on a line parallel with and 100 feet distant measured Southeastwardly from and at right angles to the aforementioned center line South 62 degrees 15 minutes 20 seconds West 605.76 feet to a point in line of ground now or late of Albert E. Frank, et ux, and thence along the last mentioned ground North 37 degrees 14 minutes 03 seconds West 101.39 feet to the first mentioned point and place of beginning.

CONTAINING 3.6515 acres, more or less.

TOGETHER with the right of ingress and egress to and from said strip of ground and the right, as often as the Grantee, its Successors and Assigns, shall deem necessary, to cut down and remove from the premises of the Grantors adjoining said strip on either side thereof any trees which may endanger the safety, interfere, with the use of, or be a menace to any facilities or structures which may now or in the future be maintained by the Grantee, its Successors and Assigns, upon said strip of ground.

COUNTY OF DELAWARE

## Title Report

B-882-053-M

### Commonwealth Land Title Insurance Company

*Main Office:*  
1510 WALNUT STREET  
PHILADELPHIA 2, PENNA.

Send a copy of this Report to the Grantor  
or Mortgagor so that all objections may be  
removed or explained before settlement.

100-00-07

BLOCK

LOT

APPL. NO.

B-882-053-M

DARBY 001544

Third Floor -- 1008 Walnut Street

December 8, 1959

FROM: R. W. Smith

TO: John L. Sweeney, Manager  
Property Records

SUBJECT: Transfer of items on the books of  
Philadelphia Electric Company  
Files PE- 1607, 1608, 1610, 1611, 1612,  
1613, 1615, 1616, 1617, 1618, 1620, 1621,  
1637, 1643, 1646, 1649, 1690

On March 6, 1959, we forwarded you a letter requesting  
several amounts of items on the files listed in  
above from the temporary warehouse to C.A.  
which totaled \$92,500.00. The transfer should  
be made to C.A. 844-101.

We will please arrange to have this amount paid  
by the end of this year.

*R. W. Smith*

Manager, Property Records

WRS:JL



**Third Floor -- 1048 Walnut Street**

**March 6, 1959**

**FROM: R. W. Smith**

**TO: John L. Sunday, Manager  
Property Records Division**

**SUBJECT: Transfer of items on books of  
Philadelphia Electric Company  
Files PE-1607, 1608, 1610, 1611, 1612, 1613, 1614,  
1616, 1617, 1618, 1620, 1621, 1627, 1628, 1629,  
1690**

Will you please arrange to transfer the following amounts which are charged to the temporary work order pending the final determination of the proper capital authorization to be charged. These amounts should be transferred on the books of Philadelphia Electric Company as follows:

**Debit:**

**W.A. 014507-101**

**100,000.00**

**W.O. 149950-101**

(6-1607)	1957	Dec. Cash Journal Entry	4.00
(6-1608)	1958	March Cash Journal Entry	1.00
(6-1610)	1957	Nov. Cash Journal Entry	1.00
(6-1612)	1957	Dec. Cash Journal Entry	1.00
(6-1613)	1957	Dec. Cash Journal Entry	1.00
(6-1614)	1958	August Cash Journal Entry	1.00
(6-1616)	1958	April Cash Journal Entry	1.00
(6-1617)	1957	Oct. Cash Journal Entry	1.00
(6-1618)	1958	Cash Journal Entry (July)	1.00
(6-1620)	1958	Feb. Cash Journal Entry	1.00
(6-1621)	1958	May Cash Journal Entry	1.00
(6-1627)	1958	Nov. Cash Journal Entry	1.00
(6-1628)	1958	Oct. Cash Journal Entry	1.00

**Total**

**100,000.00**

**Credit:**

**W.O. 149950-101**

(6-1607)	1957	Voucher H-2600	940.75
	1957	Voucher J-	100.00
	1958	Feb.	191.00

John L. Sunday

-2-

March 6, 1950

(6-1608)	1956 May	9.00
	1957 Petty Cash (May)	10.00
	1958 Voucher A-3211	7,442.00
	1958 Voucher B-2223	27.50
	1958 Feb.	643.00
(6-1610)	1957 Voucher A-4320	1,274.65
	1957 Petty Cash (June)	10.00
(6-1611)	1957 Voucher B-3112	105.00
	1958 Petty Cash (Jan.)	6.00
	1958 Petty Cash (May)	5.00
(6-1612)	1957 Petty Cash (March)	20.00
	1957 Petty Cash (July)	10.00
	1957 Voucher L-8727	14,827.15
	1958 Feb.	215.00
(6-1613)	1957 Petty Cash (March)	10.00
	1957 Voucher L-8728	5,814.10
	1958 Feb.	215.00
	1958 March	125.00
(6-1615)	1957 August	105.00
	1958 Voucher H-493	20,215.00
	1959 March	125.00
(6-1616)	1957 Voucher G-4520	10.00
	1957 Voucher F-3206	10.00
	1957 Voucher F-3207	10.00
	1957 Voucher K-4427	241.00
	1958 Feb.	215.00
	1958 April	27.00
(6-1627)	Petty Cash (Oct.) 1957	4.75
(6-1628)	Petty Cash (April) 1957	10.00
	1957 Voucher J-2247	1,444.75
(6-1629)	1957 Voucher (June)	100.00
	1957 Voucher M-879	1,000.00
	1958 April	20.00
	1958 Voucher N-2842	24,874.00
(6-1632)	1957 Voucher H-4305	10.00
	1958 Voucher A-4327	1,597.40
	1958 Feb.	100.00
(6-1637)	1957 Petty Cash (Oct.)	10.00
	1958 Voucher (April)	200.00
	1958 Voucher L-1736	197.35

John L. Sunday

-3-

March 4, 1959

(6-1643)	Petty Cash (July)	10.00
	1958 Voucher K-6119	4,143.40
	1958 October	45.00
(6-1646)	1957 Petty Cash	10.00
(6-1649)	1957 Petty Cash (Nov.)	10.00
	1958 April	150.00
	1959 Voucher K-615	2,091.20
(6-1690)	1958 Voucher K-3875	10.00
	1958 Voucher K-610	91.00
	1958 Petty Cash (Oct.)	1.20
Total -		898,935.00

*W. H. S.*  
Real Estate Department

ACE:jah

# EXPENSE RECORD

EMPLOYEE'S NAME (Print) C.R. Holland

DATE	DESCRIPTION	JOB NO.	N. O. OR ACCT. NO.	AMOUNT
3/23/57	Albert E. Frand Option	PE.-1612		10 00
"	" " " "	" -1612	349950-101	10 00
"	Phila. Nat. Bank Trustee	" -1613	(6-1612) 6-1613	10 00

COPY

APPROVED

CHECKED

RECEIVED

TOTAL \$ 30.00

SUPERVISOR

ANALYST

Thirty and 00/100 \* \* \* \* \* DOLLARS  
IN FULL PAYMENT OF THE ABOVE

APPROVED

AUTHORIZED SIGNATURE

DATE 3/25/57

SIGNED C.R. Holland ✓

RA 2-3728  
9757  
November 12, 57

COMMONWEALTH LAND TITLE INSURANCE COMPANY

FIVE THOUSAND EIGHT HUNDRED FOURTEEN AND 10/100- - - - - 5,814.10

Balance of funds required to purchase in fee a strip or parcel of ground with trimming rights situate southeast of the southeast side of Maple Avenue in Folcroft Borough, Delaware County, Pa. from Edward G. Frank et ux, et al.

File PE-1613

(Please send check to H.J. McQuiston, 3rd floor, 1008 Walnut St.)

W.O. 349950-101      6-1613      \$5,814      10 ✓

Third Floor -- 1008 Walnut Street

December 2, 1957

FROM: R. W. Smith  
TO: C. Winner, Treasurer  
SUBJECT: Commission on Title Insurance  
Files PE-1612, PE-1613 and PE-4538

Enclosed herewith are checks of Commonwealth Land Title Insurance Company to the order of H. J. McQuiston, Agent, and endorsed by him to Philadelphia Electric Company for commission on title insurance secured in connection with the acquisition of properties in the borough of Folcroft, Delaware County, Pa. and in Buckingham Township, Bucks County, Pennsylvania. These checks in the amounts of \$10.50, \$6.50 and \$7.00 should be credited on the books of Philadelphia Electric Company as follows:

W.O. 349950-101

(6-1612) ✓	\$10.50
(6-1613) ✓	\$6.50
(6-4538) ✓	\$7.00

Will you please acknowledge receipt of these checks on the enclosed carbon copy of this letter.

*R. W. Smith*  
Real Estate Department

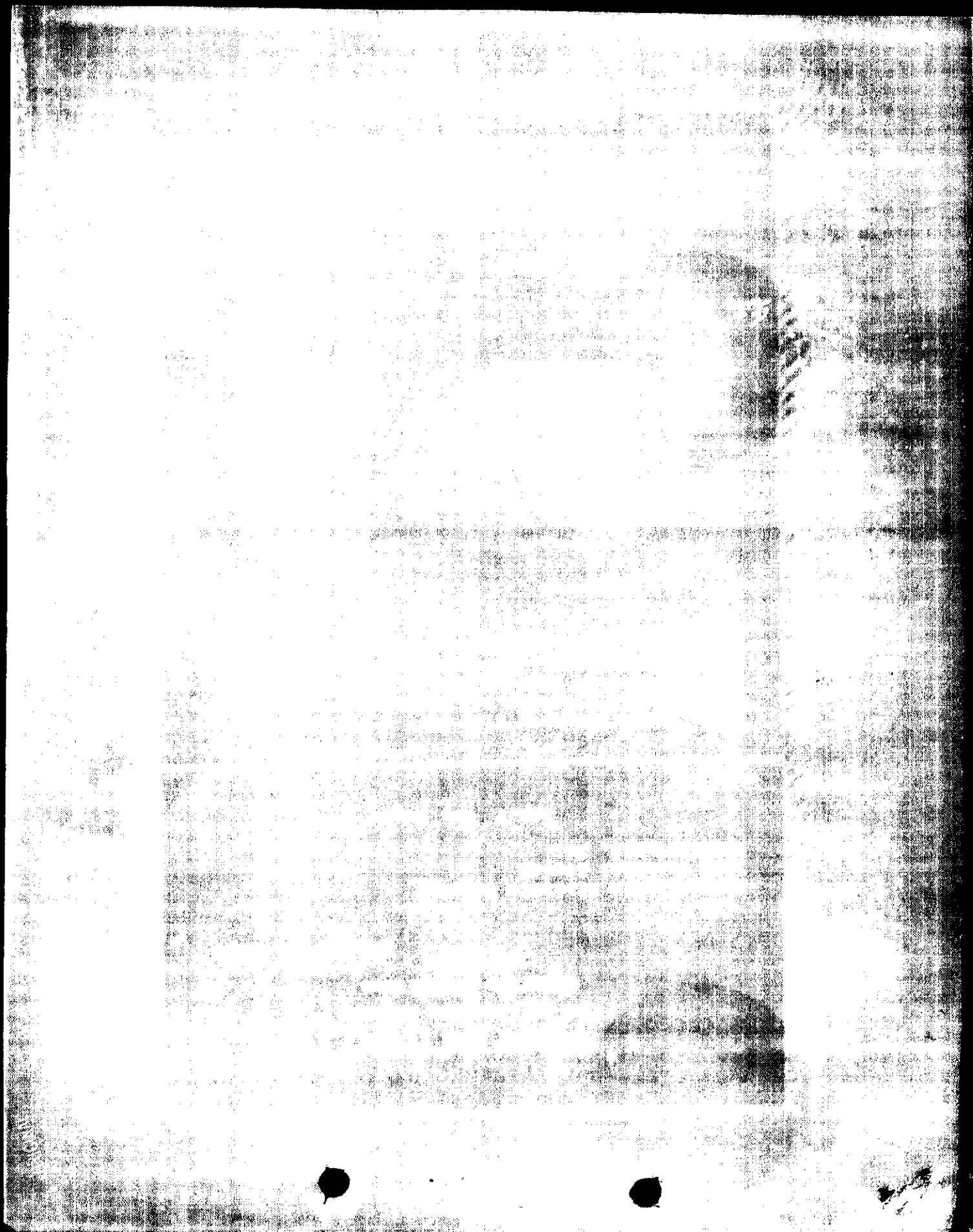
RWS:jtb  
Enclosures (3)

cc H. J. McQuiston

RECEIPT IS HEREBY ACKNOWLEDGED OF  
THE ABOVE MENTIONED CHECKS FOR \$10.50,  
\$6.50 and \$7.00.

J. W. Schulz  
Assistant Treasurer

12/4/57  
Date



# ACQUISITION OF GROUND

## FOR THE

### DARBY GREEN TRANSMISSION LINE RIGHT OF WAY

November 27, 1937  
File PE-1612  
PE-1613

**PE-1612 - Philadelphia Electric Company, by Deed dated November 15, 1937, acquired from Albert E. Frank and Elizabeth Frank, his wife, two (2) unimproved strips or parcels of ground, one thereof situate on the northeasterly and southwesterly sides of Marsh Road containing 2.7502 acres, more or less, and the other thereof situate in the rear of the southeasterly side of Maple Avenue containing 4.1809 acres, more or less, both being in the Borough of Pilecroft, County of Delaware, Commonwealth of Pennsylvania, and shown in red crayon on the photostatic plan hereto attached.**

Together with the right of ingress and egress to and from the two (2) above mentioned strips of ground and the right, as often as necessary, to cut down and remove from the premises of Albert E. Frank, et ux, adjoining the two (2) above mentioned strips of ground on either side thereof, any trees which may endanger the safety, interfere with the use of, or be a nuisance to any facilities or structures which now are or in the future, be maintained by the Electric Company, its Successors and Assigns, upon the above mentioned two (2) strips of ground.

Albert E. Frank, et ux, their Heirs and Assigns, reserved the right (for so long as they or any of them shall own land adjoining the second above mentioned strip of ground on both sides thereof) for the use of said Albert E. Frank, et ux, their Heirs and Assigns, Successors and Assigns of said adjoining land the right to erect at grade over the second above mentioned strip of ground at such convenient place or places as may be mutually agreed upon.

The Electric Company is relieved of funding its purchase.

**PE-1613 - Philadelphia Electric Company, by Deed dated November 15, 1937, acquired from Albert E. Frank and Elizabeth Frank, his wife, and Edward George Frank and Caroline Marie Frank, his wife, an unimproved strip or parcel of ground situate in the rear of the southeasterly side of Calgon Hook Road containing 2.8818 acres, more or less, in the Borough of Pilecroft, County of Delaware, Commonwealth of Pennsylvania, and particularly shown outlined in green crayon on the photostatic plan hereto attached.**

Together with the right of ingress and egress to and from the said strip and the right, as often as necessary, to cut down and remove from the premises of Albert E. Frank, et ux, et al, adjoining the above mentioned strip on either side thereof, any trees which may endanger the safety, interfere with the use of, or be a nuisance to any facilities or structures which now are or in the future be maintained by the Electric Company, its Successors and Assigns, upon the above mentioned strip of ground.



Albert E. Frank, et ux, et al, their Heirs and Assigns, reserved the right (for so long as they or any of them shall own land adjoining the above mentioned strip of ground on both sides thereof) for the use of said Albert E. Frank, et ux, their Heirs and Assigns, tenants and occupiers of said adjoining land the right to cross at grade over the above mentioned strip of ground at such convenient place or places as may be mutually agreed upon.

The Electric Company is relieved of fencing its property.

A standard form of License was given the former owners of each of the above mentioned premises for the purpose of cultivating, grazing or other agricultural pursuits. The License further stated that the former owners were given the additional right to plant and maintain trees or shrubbery on a part of the licensed premises provided that they shall not exceed a height of more than 6 feet above the present grade of the licensed premises. A 12 foot wide unplanted strip was excepted, however, along the center line of the Licensor's transmission line right of way for an access road. The Licensees agreed that at the termination of the aforementioned License to remove the trees or shrubbery at their own cost and expense leaving the ground in a safe and clean condition. The Licensees were also given the right to use a part of the licensed premises for sanitary fill (by sanitary fill is meant, no garbage, shall be included and any inflammable material shall be covered with earth, under and subject to the rules and regulations of state and local authorities. The Licensees agreed said fill shall not exceed 6 feet above the present grade of the licensed premises and shall be kept reasonably level at all times, and further agreed only to use any equipment on the licensed premises which shall not exceed 15 feet in height from the present grade of the ground.

N. J. McQuiston  
Real Estate Agent

Enclosed

Attachment

- Route #1 - A. M. Irwin  
Route #2 - A. M. Jones  
          T. M. Godwin  
          B. E. MacKay, Jr.  
Route #3 - E. E. Shew  
Route #4 - C. J. VanAntwerp  
          H. MacLaughlin  
          C. W. Iles  
          J. VanName  
Route #5 - J. B. Murray

PAID  
AND  
RECORDED

44-6241

15-74

NOVEMBER

fifty-seven (1957)

ALBERT E. FRANK and

ELIZABETH FRANK, his wife, and EDWARD GEORGE FRANK and CAROLINE MARIE FRANK, his wife, all of the Borough of Folcroft, County of Delaware, Commonwealth of Pennsylvania

PHILADELPHIA ELECTRIC COMPANY, a corporation of the Commonwealth of Pennsylvania,

FIVE THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$5,625.00)  
them

vs

, its Successors

ALL THAT CERTAIN strip or parcel of ground situate in the Borough of Folcroft, County of Delaware, Commonwealth of Pennsylvania, bounded and described in accordance with a survey and plan thereof made by Damon & Foster, Civil Engineers, Sharon Hill, Pennsylvania, dated November 11, 1957, as follows:

BEGINNING at a point at the intersection of the center line of Philadelphia Electric Company's transmission line right of way (200' wide) and the line dividing ground of Edward G. Frank, et al, and ground now or late of Albert E. Frank, et ux, said point being at the distance of four hundred ~~thirty-four~~ feet and ~~three~~ hundredths of a foot (434.34') measured southeastwardly along said dividing line from an iron pipe in the title line to Maple Avenue at a corner common to the aforementioned grounds and extending thence from said point of beginning along ground now or late of Albert E. Frank, et ux, the two (2) following courses and distances: (1) North thirty-seven degrees fourteen minutes thirty seconds West (N. 37° 14' 03" W.) twenty feet (20') to a point and (2) North forty-two degrees fifty-two minutes thirteen seconds West (N. 42° 52' 13" W.) eighty-three feet and fifteen one-hundredths of a foot (83.15') to a point, said point being at the distance of one hundred feet (100') measured northwestwardly from and at right angles to the aforementioned center line; thence through ground of Edward G. Frank, et al, on a line parallel with and one hundred feet (100') distant measured northwestwardly from and at right angles to the aforementioned center line North sixty-two degrees fifteen minutes twenty seconds East (N. 62° 15' 20" E.) six hundred fifty-one feet and thirteen one-hundredths of a foot (651.13') to a point in line of ground now or late of Edward G. Frank, et ux; thence along the last mentioned ground the two (2) following courses and distances: (1) South sixty-three degrees thirty seconds East (S. 63° 30' 00" E.) one hundred and thirty-five one-hundredths of a foot (135.10') to a point on the aforementioned center line and (2) South thirty-eight degrees thirty-eight minutes twenty seconds East (S. 38° 38' 20" E.) one hundred and twenty feet (120') to a point, said point being at the distance of one hundred feet (100') measured westwardly from and at right angles to the aforementioned center line; thence through said ground of Edward G. Frank, et ux, the two (2) following courses and distances: (1) North thirty-seven degrees fourteen minutes thirty seconds West (N. 37° 14' 03" W.) twenty feet (20') to a point and (2) North forty-two degrees fifty-two minutes thirteen seconds West (N. 42° 52' 13" W.) eighty-three feet and fifteen one-hundredths of a foot (83.15') to a point, said point being at the distance of one hundred feet (100') measured northwestwardly from and at right angles to the aforementioned center line.

eighty degrees fourteen minutes ten seconds West (N.  $80^{\circ} 14' 10''$  W.) four hundred twenty-one feet and three one-hundredths of a foot (421.03') to a point and (2) on a line parallel with and one hundred feet (100') distant measured southeastwardly from and at right angles to the aforementioned center line South sixty-two degrees fifteen minutes twenty seconds West (S.  $62^{\circ} 15' 20''$  W.) six hundred five feet and seventy-six one-hundredths of a foot (605.76') to a point in line of ground now or late of Albert E. Frank, et ux, and thence along the last mentioned ground North thirty-seven degrees fourteen minutes three seconds West (N.  $37^{\circ} 14' 03''$  W.) one hundred one feet and thirty-nine one-hundredths of a foot (101.39') to the first mentioned point and place of beginning.

CONTAINING three acres and six thousand five hundred fifteen ten-thousandths of an acre (3.6515 acres), more or less.

BEING a part of the same premises which ALBERT E. FRANK, ET UX, ET AL, by Indenture bearing date the 27th day of August A.D. 1952 and recorded in the Office for the Recording of Deeds &c., in and for the County of Delaware in Deed Book No. 1573, page 151 &c., granted and conveyed an undivided three-quarter interest unto ALBERT E. FRANK and ELIZABETH FRANK, his wife, in fee.

AND ALSO BEING a part of the same premises which ALBERT E. FRANK ET UX, ET AL by Indenture bearing date the 27th day of August A.D. 1952 and recorded in the Office aforesaid in Deed Book No. 1573, page 159 &c., granted and conveyed an undivided one-quarter interest unto CHESTER-CAMBRIDGE BANK AND TRUST COMPANY, GUARDIAN of the ESTATE OF EDWARD GEORGE FRANK, a Minor, in fee.

AND the said EDWARD GEORGE FRANK became 21 years of age on June 30, 1957.

TOGETHER with the right of ingress and egress to and from said strip of ground and the right, as often as the Grantee, its Successors and Assigns, shall deem necessary, to cut down and remove from the premises of the Grantors adjoining said strip on either side thereof any trees which may endanger the safety, interfere with the use of, or be a menace to any facilities or structures which may now or in the future be maintained by the Grantee, its Successors and Assigns, upon said strip of ground.

*The beginning point of (S.  $33^{\circ} 50'$ ) is located as follows. (1) South 66 degrees 2 minutes 43 seconds East 170.45 feet (2) South 42 degrees 52 minutes 17 seconds East 323.58 feet and (3) South 35 degrees 18 minutes 3 seconds East 20 feet.*

the

3

, its Successors

, its Successors

RESERVING, however, unto the said Grantors, their Heirs and Assigns (for so long as they or any of them shall own land adjoining above described strip of ground on both sides thereof) for the use of said Grantors, their Heirs and Assigns, tenants and occupiers of said adjoining land, the right to cross at grade over above described strip of ground at such convenient place or places as may be mutually agreed upon, SUBJECT, however, to the construction, erection, operation and maintenance by the said Grantee, its Successors and Assigns, of facilities or structures for its or their corporate purpose in, on, along, over and under the above described strip of ground without liability in any manner to said Grantors, their Heirs and Assigns. AND PROVIDED that neither the Grantors, their Heirs and Assigns, or the Grantee, its Successors and Assigns, shall be liable or obliged to construct or maintain any fences along the above described strip of ground.

Grantors, for themselves and their

, its Successors

they,

Grantors, and their

, its Successors

them,

Grantors and their

him, her, them

, RESERVING and PROVIDED as aforesaid,

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have

their s

s

John M. Salomon

Edward G. Frank

Caroline Marie Frank

Albert E. Frank  
Albert E. Frank

Elizabeth Frank  
Elizabeth Frank

Edward George Frank  
Edward George Frank

Caroline Marie Frank (SEAL)  
Caroline Marie Frank

DARBY 001557

15<sup>th</sup> day of November 1957  
a Notary Public in and for the Commonwealth of Pennsylvania,

ALBERT E. FRANK and ELIZABETH FRANK, his wife,  
and EDWARD GEORGE FRANK and CAROLINE MARIE FRANK, his wife,

their and each of their

notorial

*William J. Liberty*  
Notary Public

NOTARY PUBLIC

My Commission Expires March 3rd, 1960  
CHESTER, DEL. CO., PENNA.

1000 Chestnut Street

Philadelphia, Pa.

B-882053M PE-1613

ALBERT E. FRANK  
and  
ELIZABETH FRANK, his wife,  
and  
EDWARD GEORGE FRANK  
and  
CAROLINE MARIE FRANK, his wife,

to

PHILADELPHIA ELECTRIC COMPANY

Premises:

Folcroft Borough  
Delaware County  
Pennsylvania

OFFICE COPY  
REVALS

# Commonwealth Land Title Insurance Company

No. B-882-053-M

PHILADELPHIA,

July 12,

1957

The premises endorsed hereon are subject to the following items, which will be excepted in the policy unless removed:

**MORTGAGES**

NONE

**TAXES**

Receipts for all taxes for the years 1952 to 1956, inclusive, must be produced.  
Taxes due for current year 1957.

**WATER RENTS**

Possible unpaid bills. No liability is assumed.

**SEWER RENTS**

Receipts for Sewer Rents for the years 1952 to 1956, inclusive, must be produced.  
Sewer Rents due for current year 1957.

**MECHANICS AND MUNICIPAL CLAIMS**

Liability for any unfilled Mechanics Liens and Municipal Claims that may be filed for work done or ordered to be done.  
NONE

**JUDGMENTS (3)**

A.B.C. Credit Inc. vs Edward C. Frank  
C.P. November Term 1953 #1598 D S B 1/26/1954 -\$600.00  
A.B.C. Credit Inc. vs Edward C. Frank  
C.P. June Term 1954 #657 D S B 7/1/1954 --\$600.00  
Thompson Finance Service Inc. vs Edward C. Frank  
C.P. March Term 1955 #255 D S B -3/17/1955--\$600.00

**OBJECTIONS**

A

Proof that Albert E. Frank and Elizabeth Frank, his wife, grantees in deed recorded in Deed Book 1573 page 151, are the same persons as the proposed grantors.

B

Proof that Edward George Frank, formerly a minor, for whom title to  $\frac{1}{2}$  interest in premises is held by Chester-Cambridge Bank & Trust Co. as guardian under Deed dated 8/27/1952 recorded in Deed Book 1573 page 159, is the same person as Edward George Frank, one of the proposed grantors.

C

Subject to Restrictions as created in deeds out of The Columbia Real Estate Company, the common owner, i.e. as in Deed Book W-6 page 246. (attached)

D

Subject to the rights, if any, of the owners of land on which Ashland Park to use of Maple, Erickson, Prince, Astbury or Douglas Avenues.

E

Description hereon furnished for information purposes only. Survey must be produced, premises described in accordance therewith; possible additional objections, if any, to be certified.

(CONTINUED)

Possible additional assessment for school taxes under Act of Jan. 14, 1952, P.L. 1944, relating to 1st and 4th Class School Districts, or township taxes under Act of July 1, 1955, P.L. 219, relating to 1st Class Townships. Terms and conditions of any unrecorded lease, and rights of parties in possession. Any variation in location or dimensions and any other objections and easements which a survey for conveyance purposes would disclose or which are visible on the ground.

Subject to the payment of state and local real estate transfer taxes.

Proof that all parties in this transaction are of full age and legally competent.

Proof that this transaction is not within the Bankruptcy or Insolvency Acts.

The following items are not objections to title, but are furnished for information only.

**NOTICE**

PRODUCE TAX, WATER AND SEWER RENT BILLS OR RECEIPTS FOR CURRENT YEAR

Information relating to street improvements, except where the improvement is completed, the which a lien can be filed, not being within the scope of title insurance, is not provided.

When the transaction is settled and the papers recorded (which recording should be done by the Company), a Policy of Insurance of this Company will be issued for \$ in conformity with application and this marked up Report.  
100-00-00

WILLIAM C. FRANK  
ASST. VICE PRESIDENT

DARBY 001559

B-882-053-M

CONTINUED

INSTRUMENTS  
TO BE PRODUCED  
AND RECORDED

DEED:--Albert E. Frank and Elisabeth Frank, his wife and Edward  
George Frank and Caroline Maria Frank, his wife  
To Philadelphia Electric Company

Dated

Recorded

RECITAL

BEING a part of the same premises which Albert E. Frank et ux et al  
by Indenture bearing date the 27th day of August A.D. 1952 and  
recorded in the Office for the Recording of Deeds in Delaware  
County in Deed Book 1573, page 151, granted and conveyed an un-  
divided three-quarter interest unto Albert E. Frank and Elisabeth  
Frank, his wife, in fee.

AND ALSO BEING a part of the same premises which Albert E. Frank  
et ux et al by Indenture bearing date the 27th day of August A.D. 1952  
and recorded in the Office for the Recording of Deeds in Delaware  
County in Deed Book 1573, page 159, granted and conveyed an  
Undivided One-quarter interest unto Chester Cambridge Bank and  
Trust Company, Guardian of the Estate of Edward George Frank,  
a Minor,

AND THE SAID Edward George Frank became 21 years of age on 6/30/1957.

BLOCK

LOT

APPL. NO.

B 882-053 M

**PREMISES:**

ALL THAT CERTAIN 200 feet wide strip of ground, 100 feet on each side of the following described center line, SITUATE in the Borough of Folcroft, County of Delaware, Pennsylvania. BEGINNING at a point in line of land of George Kaiser said point being approximately 370 feet Southeast of a corner common to the aforesaid George Kaiser's land and land of Albert E. Frank et al; thence extending in a Northwesterly direction through land of Albert E. Frank et al, for a distance of approximately 1140 feet to a point; thence angling to the left and continuing through land of Albert E. Frank et al in a Southwesterly direction for a distance of approximately 680 feet to a point in line of land of Albert E. and Elizabeth Frank, said point being approximately 20 feet Southeast of a corner common to the aforesaid Albert E. and Elizabeth Frank's land and lands of Albert E. Frank et al, more particularly shown on the blueprint plan hereto attached.

TOGETHER with the right, as often as Philadelphia Electric Company shall deem necessary, to cut down and remove from the premises of Albert E. Frank et al adjoining said strip of ground any trees which may endanger the safety, interfere with the use of, or be a menace to any facilities or structures which may now or in the future be maintained by Philadelphia Electric Company upon said strip of ground, with the right of ingress and egress.

Folcroft Boro,  
Del. Co., Pa.

**Title Report**

B 882-053 M

**Commonwealth Land  
Title Insurance Company**

*Main Office:*

1510 WALNUT STREET  
PHILADELPHIA 2, PENNA.

Send a copy of this Report to the Grantor  
or Mortgagor so that all objections may be  
removed or explained before settlement.

122-00-87



DELAWARE COUNTY

SUBJECT TO RESTRICTIONS as created in deeds out of The Columbia Real Estate Company  
the common owner, (sample of which as in Deed Book W 6 page 246 ).

Under and subject nevertheless to the following restrictions that no building shall ever be built on said lot within 25' of the front line thereof open porches excepted and the lower or the first floor of all buildings for dwelling or business purposes shall be at least 3' above the established grade of the street in front of said building that no structure for offensive use or occupation shall ever be erected thereon and that no privy wall shall be sunk on the premises nor shall any privy be constructed unless the same be lined with brick laid and entirely covered with good hard cement or made of iron or some other durable material absolutely water tight and further that no privy shall be erected within 5' of the line of any adjoining property and also that the side walk in front of the said lot shall be graded within six months from the time the street in front of said lots shall be graded.

No. B 869643

NOTICE OF ADDITIONAL CHARGE

THE BASE TITLE CHARGE FOR THIS  
INSURANCE WILL BE INCREASED BY  
THE SUM OF \$ 55.00

*title fee 11/15  
2:30 PM  
check*

COMMONWEALTH LAND TITLE INSURANCE COMPANY  
420-66-105

# Commonwealth Land Title Insurance Company

No. B-869-643-M

PHILADELPHIA,

May 27 19 57

The premises endorsed hereon are subject to the following items, which will be excepted in the policy unless removed:

MORTGAGES	None.
TAXES	Receipts for all Taxes for the Years 1952 to 1956 must be produced. Taxes due for current year 1957.
WATER RENTS	Possible unpaid bills. No liability is assumed.
SEWER RENTS	Receipts for Sewer Rents for the Years 1952 to 1956 must be produced. Sewer Rents due for the current year 1957.
MECHANICS AND MUNICIPAL CLAIMS	Liability for any unfilled Mechanics Liens and Municipal Claims that may be filed for work done or ordered to be done.  None.
JUDGMENTS	None.
OBJECTIONS	<p>A Proof that Albert E. Frank and Elizabeth his wife grantees in deed recorded in Deed Book 1573 page 151 are the same persons as the proposed grantors.</p> <p>B Title to that portion of the premises in the bed of Marsh Road is subject to public and private rights therein.</p> <p>C Rights granted to John Barbour for laying Oil Pipes in Deed Book M-5 page 177 (attached).</p> <p>D Rights granted to John Barbour for laying Oil Pipes in Deed Book O-7 page 155 (attached).</p> <p>E Rights granted to John B. Barbour for laying Oil Pipes in Deed Book M-5 page 181 (attached).</p> <p>F Rights granted to National Transit Company in Deed Book L-9 page 352 (attached).</p> <p>G Rights granted to National Transit Company in Deed Book Z-9 page 161 (attached).</p> <p>H Rights granted to National Transit Company in Deed Book Z-9 page 162 (attached).</p>

(CONTINUED)

Possible additional assessment for school taxes under Act of Jan. 18, 1932, P.L. 1944, relating to 3rd and 4th  
Class School Districts, or township taxes under Act of July 1, 1935, P.L. 219, relating to 1st Class Townships.  
Terms and conditions of any unrecorded lease.

Any variation in location or dimensions and any other objections and easements which a survey for conveyance  
purposes would disclose or which are visible on the ground.

Subject to the payment of state and local real estate transfer taxes.

Proof that all parties in this transaction are of full age and legally competent.

Proof that this transaction is not within the Bankruptcy or Insolvency Acts.

The following items are not objections to title, but are furnished for information only.

## NOTICE

PRODUCE TAX, WATER  
AND SEWER RENT BILLS  
OR RECEIPTS  
FOR CURRENT YEAR

Information relating to street improvements, except where the improvement is completed, for which  
a lien can be filed, not being within the scope of title insurance, is not certified.

When the transaction is settled and the papers recorded (which recording  
should be done by the Company), a Policy of Insurance of this Company  
will be issued for \$  
in conformity with appli-  
cation and this marked up Report.

123-00-25

*William C. Mail*  
ASST. VICE PRESIDENT

DARBY 001564

B-869-643-M  
(Continued)

OBJECTIONS (Cont'd)

- I Rights granted to National Transit Company in Deed Book C-10-462  
(attached)
- J Proof that Edward J. Frank and Gladys Frank his wife grantees in  
two deeds D.B. 1298 page 122, D. B. 1094 page 617 and Edward J.  
Frank grantees in D. B. 866 page 586 were two of the grantors in  
deed to Albert E. Frank and Elizabeth his wife dated Aug. 27, 1952  
recorded D. B. 1573 page 151 and that they were husband and wife at  
the delivery of said deed (marital status not set out).

INSTRUMENTS TO  
BE PRODUCED  
AND RECORDED

DEED: Albert E. Frank and Elizabeth his wife  
to Philadelphia Electric Company

Dated

Recorded

RECITAL

BEING part of the same premises which Albert E. Frank, et ux et al  
by Indenture bearing date the 27th day of August, A. B. 1952 and  
recorded in the Office for the Recording of Deeds in Delaware County  
in Deed Book 1573 page 151 granted and conveyed unto Albert E. Frank  
and Elizabeth his wife, in fee.

RIGHT OF WAY: George G. Knowles  
And  
John B. Barbour  
Dated 10/27/1882 Recorded 12/7/1882 Deed Book M-5 page 177

GRANTING the right of way to lay pipes for the transportation of petroleum; construct and maintain a telegraph line and operate the same on, over and through his lands in Darby Township, County of Delaware, State of Pennsylvania, bounded on the North by lands of the Glen Olden Land Association, on the East by lands of J. B. Holland, on the South by Darby Creek and on the West by lands of the Glen Olden Land Association, together with all the rights and privileges incident and necessary to the enjoyment of this grant, and the removal of said pipes and telegraph line.  
In further consideration of said grant and demise the party of the second part hereby agrees to bury the said pipes a sufficient depth, so as not to interfere with the cultivation of the soil and not less than 18 inches deep and to pay any and all damages which may arise from the laying, maintaining or operating of said pipe lines, said damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons on oath, one thereof to be appointed by the party of the first part, his heirs or assigns, one by the party of the second part, his heirs or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive. The pipes to be laid from the land of the Glen Olden Land Association in a Southeast direction to the lands of J. B. Holland near Darby Creek.

RIGHT OF WAY: Isaac S. Pike for Pearson Pike  
To  
John B. Barbour  
Dated 10/5/1882 Recorded 12/7/1882 Deed Book M-5 page 181

GRANTING the right of way to lay pipes for the transportation of petroleum; construct and maintain a telegraph line and operate the same, on, over and through his lands in Darby Township, South Island, County of Delaware, State of Pennsylvania, bounded on the North by Little Thoroughfare Creek, on the East by lands of Isaac T. Jones, on the South by Darby Creek and on the West by Darby Creek, together with all the rights and privileges incident and necessary to the enjoyment of this grant, and the removal of said pipes and telegraph line.  
In further consideration of said grant and demise, the party of the second part hereby agrees to bury the said pipes a sufficient depth, so as not to interfere with the cultivation of the soil and to pay any and all damages which may arise from the laying, maintaining or operating of said pipe lines, said damages if not mutually agreed upon to be ascertained and determined by three disinterested persons on oath, one thereof to be appointed by the party of the first part, his heirs or assigns, one by the party of the second part, his heirs or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive.

RIGHT OF WAY: Harriet M. Urien and Ella Smiley  
To  
National Transit Company  
Dated 4/24/1896 Recorded 3/18/1897 Deed Book Z-9 page 161

GRANTING the right of way to construct maintain and operate a telegraph line over and through our lands in Darby Township, County of Delaware, State of Pennsylvania bounded and described as follows:  
Being 14 acres more or less bounded west by Boon lands East by lands of Misses Eliza and Kate Rice north by a lane and south by water line or shore line with ingresses and egress to and from the same. The said Grantors to fully use and enjoy the said premises, except for the purpose hereinbefore granted to the said National Transit Company which hereby agrees to pay any damages which may arise to crops or fences from the constructing maintaining or operation of said telegraph line; said damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantors heirs and assigns; one by

(Continued)

RIGHT OF WAY: continued

the said National Transit Company, its successors or assigns and the third by the two so appointed as aforesaid and the award of such three persons, or any two of them shall be final and conclusive. The said line of telegraph to be constructed or erected along and near to the shore line, high tide, of said land.

RIGHT OF WAY: Anna C. Pike and Isaac S. Pike  
To  
National Transit Company  
Dated 4/25/1896 Recorded 3/18/1897 Deed Book Z-9 page 162

GRANTING the right of way to construct maintain and operate a telegraph line over and through my lands in Darby Township, County of Delaware, State of Pennsylvania, bounded and described as follows:-

Being 3 acres more or less bounded west by lands of David Lewis East by lands of Boon and others north by a lane, south by water with ingress and egress to and from the same.

The said Anna Pike to fully use and enjoy the said premises except for the purpose hereinbefore granted to the said National Transit Company, which hereby agrees to pay any damages which may rise to crops or fences from the laying, maintaining or operating of said lines, said damages, if not mutually agreed upon to be ascertained and determined by three disinterested persons one thereof to be appointed by the said Anna Pike heirs and assigns, and the third by the two so appointed as aforesaid, and the award of such three persons or any two of them, shall be final and conclusive. The said telegraph line to be erected along and near to the shore line (at high tide) of said land.

RIGHT OF WAY: David E. Lewis  
to  
National Transit Company  
Dated 11/30/1898 Recorded 1/11/1899 Deed Book c-10 page 462

GRANTING the right of way to lay, maintain, and operate pipe line for the transportation of oil and erect, maintain and operate a telegraph line, if the same shall be found necessary over and through my lands in Darby Township, County of Delaware, and State of Pennsylvania, bounded and described as follows:

Being 29½ acres more or less bounded westerly by Glenolden Land Company lands and easterly by lands formerly owned by Isaac and Annie Pike and others and the road and said land formerly owned by G.B. Knowles with ingress and egress to and from the same.

The said David E. Lewis is to fully use and enjoy the said premises, except for the purpose hereinbefore granted to the said The National Transit Company, which hereby agrees to pay any damages which may arise to crops or fences from the laying erecting maintaining or operating of said pipe and telegraph lines, said damages if not mutually agreed upon to be ascertained and determined by three disinterested persons one thereof to be appointed by the said David E. Lewis his heirs or assigns; one by the said The National Transit Company its successors or assigns, and the third by the two so appointed as aforesaid and the award of such three persons or any two of them shall be final and conclusive. The said lines to be laid and constructed along and near the highwater mark and between the present line of the National Transit Company telegraph poles and the meadows. The above amount also includes damages to date caused by Telegraph poles.

Delaware County

RIGHT OF WAY:- O.F. Gegal and Eliza E. His wife,

To

John E. Harbour his heirs and assigns.

Dated 1/27/1882, recorded 9/13/1882, in deed book M 5 page 93.

RIGHT OF WAY to lay pipes for the transportation of petroleum, construct and maintain telegraph lines and operate the same on, over and across his farm SITUATED in Ridley Township, Delaware County and State of Pa. and bounded North by lands of Jesse Johnson and others, on East by lands of Thomas Tasker, on South by lands of Lewis and George Harper and on the West by lands of William and J. N. Noble together with all the right and privilege necessary to the enjoyment of the same.

If the line is laid it is to be buried 18" beneath the surface of the ground. Said party of the second part his heirs and assigns are to have such possession as shall be necessary to prevent any interference with said right of way to lay pipes for the purpose aforesaid. Said line to be laid on Southeast side of our farm. This grant not to interfere with us granting other rights.

Deed Book 67 page 155

EM

BLOCK

LOT

APPL. NO.

B-869643-M

ALL THOSE TWO CERTAIN strips of ground Situate in the Borough of Folcroft, County of Delaware and State of Pennsylvania, described as follows:  
ONE THEREOF being a 200 foot wide strip, which strip is 100 feet on each side of the following described center line:

BEGINNING at a point in line of land of Philadelphia National Bank, Trustee, and other land of Albert E. Frank, et ux, at a point approximately 20 feet southeast of a corner common to the aforementioned ground and land of Albert E. Frank, et ux; thence extending in a northwest direction through lands of Albert E. Frank, et ux, for a distance of approximately 890 feet to a point in line of land of Arnold W. Rasmussen, said point being 465 feet southeast of a corner common to the aforesaid Arnold W. Rasmussen's land and land of Albert E. Frank, et ux, more particularly shown in red crayon on the blue print plan hereto attached.

THE OTHER THEREOF, described as follows:

BEGINNING at a point in line of land of Associated Homes Corp. at a point approximately 165 feet southeast of a corner common to the aforementioned Associated Homes Corp., and land of Albert E. Frank, et ux; thence extending in a southeasterly direction with said Associated Homes Corp., for a distance of approximately 122 feet to a corner common to John B. Simpson now or late and lands of Albert E. Frank, et ux; thence extending in a northeasterly direction with said Simpson's land and lands of Pearson E. Pike now or late for a distance of 1740 feet more or less to a point in line of lands of Arnold W. Rasmussen; thence angling to the left and continuing in a northwesterly direction with said Arnold W. Rasmussen's line for a distance of approximately 17 feet to a point; thence angling to the left and extending through land of Albert E. Frank, et ux, (creating a new line) for a distance of 1745 feet, more or less, to the first mentioned point and place of beginning, more particularly shown in red crayon on the blue print plan hereto attached.

TOGETHER with the right of ingress and egress and the right, as often as Philadelphia Electric Company shall deem necessary, to cut down and remove from the premises of Albert E. Frank, et ux, adjoining said strips of ground, on either side thereof, any trees which may endanger the safety, interfere with the use of, or be a menace to any facilities or structures which may now or in the future be maintained by Philadelphia Electric Company upon said strips of ground.

Borough of Folcroft  
Delaware County, Pa.

## Title Report

B-869643-M

Commonwealth Land  
Title Insurance Company

Main Office:  
1510 WALNUT STREET  
PHILADELPHIA 2, PENNA.

Send a copy of this Report to the Grantor  
or Mortgagee so that all objections may be  
removed or explained before settlement.

12-20-37



DELAWARE COUNTY

GRANTOR: Matilda Horne  
Isaac P. Horne  
Lizzie E. Horne

L 9-352  
5-14-96  
\$5.00  
3-18-97

GRANTEE: National Transit Co.

Grant & release (2) S&A right of way to construct a telegraph line over  
and through within prem.

Darby Twp.

Along and near the shore line (at high tide) of said land.

Ask. 5-14-96 Proves as to 1&2 A.W. Sloan, J.P. Del. Co.

FORMING PART OF COMMONWEALTH LAND TITLE INSURANCE COMPANY

CERTIFICATE NO. E-882-053-M

DESCRIPTION

ALL THAT CERTAIN strip or parcel of ground situate in the Borough of Folcroft, County of Delaware, Commonwealth of Pennsylvania, bounded and described in accordance with a survey and plan thereof made by Damon & Foster, Civil Engineers, Sharon Hill, Pennsylvania, dated November 11, 1957, as follows:

BEGINNING at a point at the intersection of the center line of Philadelphia Electric Company's transmission line right of way (200' wide) and the line dividing ground of Edward J. Frank, et al, and ground now or late of Albert E. Frank, et ux, said point being at the distance of 494.13' measured southeastwardly along said dividing line from an iron pipe in the title line of Maple Avenue at a corner common to the aforementioned grounds and extending thence from said point of beginning along ground now or late of Albert E. Frank, et ux, the two (2) following courses and distances: (1) N. 37° 14' 03" W. 20' to a point and (2) N. 42° 52' 13" W. 83.15' to a point, said point being at the distance of 100' measured northwestwardly from and at right angles to the aforementioned center line; thence through ground of Edward J. Frank, et al, on a line parallel with and 100' distant measured northwestwardly from and at right angles to the aforementioned center line N. 62° 15' 20" E. 651.13' to a point in line of ground now or late of George Kaiser; thence along the last mentioned ground the two (2) following courses and distances: (1) S. 63° 38' 28" E. 213.35' to a point on the aforementioned center line and (2) continuing S. 63° 38' 28" E. 350' to a point, said point being at the distance of 100' measured southwestwardly from and at right angles to the aforementioned center line; thence through said ground of Edward J. Frank, et al, the two (2) following courses and distances: (1) on a line parallel with and 100' distant measured southwestwardly from and at right angles to the aforementioned center line N. 80° 14' 10" W. 421.03' to a point and (2) on a line parallel with and 100' distant measured southeastwardly from and at right angles to the aforementioned center line S. 62° 15' 20" W. 605.76' to a point in line of ground now or late of Albert E. Frank, et ux, and thence along the last mentioned ground N. 37° 14' 03" W. 101.39' to the first mentioned point and place of beginning.

CONTAINING 3.6515 acres, more or less.

TOGETHER with the right of ingress and egress to and from said strip of ground and the right, as often as the Grantee, its Successors and Assigns, shall deem necessary, to cut down and remove from the premises of the Grantors adjoining said strip on either side thereof any trees which may endanger the safety, interfere with the use of, or be a menace to any facilities or structures which may now or in the future be maintained by the Grantee, its Successors and Assigns, upon said strip of ground.

FORMING PART OF COMMONWEALTH LAND TITLE INSURANCE COMPANY

CERTIFICATE NO. B-882-053-M

DESCRIPTION

ALL THAT CERTAIN strip or parcel of ground situate in the Borough of Folcroft, County of Delaware, Commonwealth of Pennsylvania, bounded and described in accordance with a survey and plan thereof made by Damon & Foster, Civil Engineers, Sharon Hill, Pennsylvania, dated November 11, 1957, as follows:

BEGINNING at a point at the intersection of the center line of Philadelphia Electric Company's transmission line right of way (200' wide) and the line dividing ground of Edward J. Frank, et al, and ground now or late of Albert E. Frank, et ux, said point being at the distance of 494.15' measured southeastwardly along said dividing line from an iron pipe in the title line of Maple Avenue at a corner common to the aforementioned grounds and extending thence from said point of beginning along ground now or late of Albert E. Frank, et ux, the two (2) following courses and distances: (1) N. 37° 14' 03" W. 20' to a point and (2) N. 42° 52' 13" W. 83.15' to a point, said point being at the distance of 100' measured northwestwardly from and at right angles to the aforementioned center line; thence through ground of Edward J. Frank, et al, on a line parallel with and 100' distant measured northwestwardly from and at right angles to the aforementioned center line N. 62° 15' 20" E. 651.13' to a point in line of ground now or late of George Kaiser; thence along the last mentioned ground the two (2) following courses and distances: (1) S. 63° 38' 28" E. 213.35' to a point on the aforementioned center line and (2) continuing S. 63° 38' 28" E. 350' to a point, said point being at the distance of 100' measured southwestwardly from and at right angles to the aforementioned center line; thence through said ground of Edward J. Frank, et al, the two (2) following courses and distances: (1) on a line parallel with and 100' distant measured southwestwardly from and at right angles to the aforementioned center line N. 80° 14' 10" W. 421.03' to a point and (2) on a line parallel with and 100' distant measured southeastwardly from and at right angles to the aforementioned center line S. 62° 15' 20" W. 605.76' to a point in line of ground now or late of Albert E. Frank, et ux, and thence along the last mentioned ground N. 37° 14' 03" W. 101.39' to the first mentioned point and place of beginning.

CONTAINING 3.6515 acres, more or less.

TOGETHER with the right of ingress and egress to and from said strip of ground and the right, as often as the Grantee, its Successors and Assigns, shall deem necessary, to cut down and remove from the premises of the Grantors adjoining said strip on either side thereof any trees which may endanger the safety, interfere with the use of, or be a menace to any facilities or structures which may now or in the future be maintained by the Grantee, its Successors and Assigns, upon said strip of ground.

Letter to Mr. [unclear]  
Trans. for [unclear] [unclear]  
forwarded by the Chester office  
Chester 3-7171

Mr. Odomond (1) X  
or Mr. Penninger (2)

Edward John Frank

11-6-24 to 3-5-57

Albert E. Frank

2-28-30 to 3-5-57

Edward J. Frank and Gladys his wife

Albert E. Frank and Elizabeth his wife

5-18-45 to 3-5-57

granted

642-270  
11-6-24

701-314  
(1-29-27)

866-586  
2-28-30

1298-122  
(5-18-45)

cont. sac. ±

ALL SOLD

granted

1573-1487

" - 151

" - 159

1844-570

P.W. Kennedy

Orphans Court  
Estate of Edward J. Frank  
A.K.A. Edward Frank  
Died- 1/5/49  
#91 1954

4/12/54

Adjudication filed. confirmed nisi.

Conformably to the provisions of the intestate laws of Pa. and the statement of proposed distribution, the accountant is directed to pay over and deliver unto:

Gladys Frank, widow of decedent, individually,  $\frac{1}{2}$  of balance for distribution;  
Philadelphia National Bank, successor by merger to

Chester Cambridge Bank and Trust Company,

guardian of the Est. of Edward George Frank, a minor  $\frac{1}{2}$  of balance for distribution.

Distribution may be made in kind.

By the Court

Edward Leroy Van Roden, P.J.

4/22/54

Satisfaction of Awards filed.

Administration  
Estate of Edward J. Frank, decd.,  
Died- 1/5/49  
#20148

1/31/49

Letters of Administration granted unto Gladys Frank.

Decedent died leaving the following heirs at law surviving:

Gladys Frank	widow	Ashland & Maple, Folcroft Ave.
Edward G. Frank 12 yrs.	son	" " " "

Inheritance tax appraisement.

Personal Estate

\$6,787.06

Real Estate

1,950.00

$\frac{1}{2}$  interest in ~~im~~ unimproved ld. in Folcroft Boro.  
erroneously described in Darby Twp., rec. in D.Bk.

701-p. 314 Decedent's share \$250.00

$\frac{1}{2}$  interest in improved ld. in Folcroft Boro. rec.  
in name of Edward J. Frank, ~~xx~~ alone, actually  
owned by both brothers, recorded in D.Bk. 642-p.

270, Decedent's share \$1,000.00

Total appraisement

8,737.06

Less debts & deductions

2,989.76

Amount subject to tax

5,747.30

Tax due 2% \$114.95 Paid in full 2/11/1954

Orphans Court  
#458 1949

9/15/49

Chester Cambridge Bank and Trust Company, is hereby appointed Guardian of the Est. of Edward George Frank, a minor under the age of 14 years. Security to be entered by Guardian of the sum of \$10,000 and the bond of sd. Chester Cambridge Bank and Trust Company, without surety in sd. sum of \$16,000.00 be and the same is hereby approved

By the Court  
Edward Leroy Van Roden, P.J.

8/29/49

Petition by guardian to exchange and/or sell real estate private sale. on 9/15/49 Chester-Cambridge Bank and Trust Co. was apptd. Guardian of Est. of Edward George Frank, a ~~xxx~~ minor.

Under the agreement entered into between the sd. Albert Frank and Gladys Frank, which your petitioner requests your Honorable Court to approve on behalf of your Petitioner's ward, the following assets are involved, the disposition of which is to be as follows:

a. prem. rec. in D.Bk. 1146-p. 503.

b. Prem. consisting of 2 house and pig pens, title to which was formerly held by Edward J. Frank and Gladys Frank, his wf., and Albert E. Frank and Elizabeth his wf., now held, by virtue of the death of Edward J. Frank, one moiety by Gladys Frank, the other moiety by Albert E. Frank and Elizabeth his wf.,  
continued on page 2

which prem. are described by deed dated 5/18/45 rec. in D.Bk. 1298-p. 122 to be conveyed to Albert E. Frank and Elizabeth his wf., upon payment by sd. grantees unto Gladys Frank the sum of \$1,875.00 and to the Chester-Cambridge Bank and Trust Company, Guardian as aforesaid, the sum of \$1,875.00.

c. Prem. rec. in D.Bk. 1094-p. 617

d. Prem. rec. in D.Bk. 1191-p. 481.

e. Premises consisting of a truck and pig farm, title to which is held by Edward John Frank, which prem. are described by deed dated 11/6/24 rec. in D.Bk. 642-p. 270, title to the same to be conveyed by Gladys Frank, Chester-Cambridge Bank and Trust Company, Guardian as aforesaid, Albert E. Frank and Elizabeth Frank, upon the payment by Albert E. Frank and Elizabeth Frank to Gladys Frank the sum of \$375.00, an undivided  $\frac{3}{4}$  interest therein to Albert E. Frank and Elizabeth, Frank and an undivided  $\frac{1}{4}$  interest therein to Chester-Cambridge Bank and Trust Company, Guardian as aforesaid.

f. Premises consisting of marshland, title to which is held by Edward J. Frank, which prem. are described by deed dated 1/29/27 rec. in D.Bk. 701-p. 314 title to the same to be conveyed by Gladys Frank and Chester Cambridge Bank and Trust Company, Guardian as aforesaid, upon payment by Albert E. Frank and Elizabeth Frank to Gladys Frank the sum of \$125.00, an undivided  $\frac{3}{4}$  interest thereto Albert E. Frank and Elizabeth Frank, and an undivided  $\frac{1}{4}$  int. therein to Chester-Cambridge Bank and Trust Company, Guardian as aforesaid.

g. Premises consisting partly of homestead of Gladys Frank and partly of truck farm, which prem. are described in deed dated 2/28/38 rec. in D.Bk. 866-p. 586, title to which is held by Edward J. Frank and Albert E. Frank. Title to such portion of sd. prem. consisting of the homestead which is:

All that certain lot of ground, with buildings thereon erected, situate in Boro. of Folcroft, Co. of Del., Pa. & shown as lot #1 on plan for Paul Lessy, made by Damon and Foster, C.E.'s Sharon Hill, Pa. dated 6/8/51 and rev. 6/12/51, b. and d. as follows:

Beg. at pt. in the title line in the bed of Maple Ave., as laid out 50' wide, sd. pt. being described from the intersection of the N.W. erly side of sd. Maple Ave., with the N.E. erly side of Ashland Ave., as laid out 50' wide, by the following 3 courses and distances;

(1) ext. alg. the N.W. erly side of sd. Maple Ave. N. 65° 40' 50" E. 284.54' to pt;

(2) leaving the N.W. erly side of sd. Maple Ave., S. 19° 16' E. 25.64' to a pipe in the title line in the bed of sd. Maple Ave.

(3) ext. alg. sd. title line N. 67° 49' 45" E. 0.83' to pt. of beg.

th. ext. alg. sd. title line N. 67° 49' 45" E. 68' to pt;

th. leaving sd. Maple Ave. S. 22° 04' 10" E. 148.71' to pt;

th. S. 72° 13' 50" W. 64.18' to pt;

th. N. 22° 04' 10" W. 90.77' to pt;

th. N. 26° 23' 10" W. 53.15' to pt. of beg. to be conveyed by Gladys Frank, Chester-Cambridge Bank and Trust Company, Guardian as aforesaid, Albert E. Frank and Elizabeth E. Frank, to Gladys Frank and Chester-Cambridge Bank and Trust Company, Guardian as aforesaid, as tenants in common, upon the payment by Gladys Frank to Albert E. Frank and Elizabeth the sum of \$2,250.00 and undivided moiety of the aforesaid described prem., and the payment by the Chester-Cambridge Bank and Trust Company, Guardian as aforesaid, to Albert E. Frank and Elizabeth Frank the sum of \$2,250.00 for an undivided moiety of the aforesaid described prem.

Title to a portion of sd. prem., consisting of land containing a truck shed, truck farm and swamp, being:

All that certain lot or parcel of ground with building thereon erected, situate in Boro. of Folcroft, Co. of Del., Pa. shown as lot #3 on the plan for Paul Lessy, made by Damon and Foster, C.E.'s, Sharon Hill, Pa. dated 6/8/51, rev. 6/12/51, b. and d. as follows:

continued on page 3



Beg. at pt. in the title line in the bed of Maple Ave., as laid out 50' wide, sd. pt. being described from the intersection of the N.W. erly side of sd. Maple Ave. with the N.E. erly side of Ashland Ave., as laid out 50' wide by the ft following 2 courses and distances;

(1) ext. alg. the N.W. erly side of sd. Maple Ave. N. 65° 40' 50" E. 284.54' to pt;

(2) leaving sd. N.W. erly side of sd. Maple Ave. S. 19° 16' E. 25.64' to pipe or pt. of beg.

th. ext. alg. sd. title line N. 67° 49' 45" E. 0.83' to pt;

th. leaving sd. Maple Ave. S. 26° 23' 10" E. 53.15' to pt;

th. S. 22° 04' 10" E. 90.77' to pt;

th. N. 72° 13' 50" E. 64.18' to pt;

th. N. 67° 49' 45" E. 202.15' to pt. in the bed of a creek;

th. leaving sd. creek S. 36° 49' 30" E. 308.95' to pt;

th. S. 31° 11' 20" E. 523' to pt. in the bed of Big Thoroughfare Creek;

th. by ame, S. 61° 57' 47" W. 484.81' to pt;

th. leaving sd. creek N. 19° 16' W. and passing through a truck shed 1015' to 1st mentioned pt. of beg., to be conveyed by Gladys Frank, and Chester-Cambridge Bank and Trust Company, Guardian as aforesaid, to Albert E. Frank and

Elizabeth Frank upon the payment of sd. grantees to Gladys Frank the sum of \$380.00, and upon payment to Chester-Cambridge Bank and Trust Company, Guardian as aforesaid, the sum of \$380.00.

Title to the remaining portion of sd. prem., being:

All that certain lot or piece of ground, situate in Boro. of Folcroft, Co. of Del., Pa. shown as lot #2 on plan for Paul Lessy, made by Damon and Foster, C.E.'s Sharon Hill, Pa. dated 6/8/51 and rev. 6/12/51, b. and d. as follows:

Beg. at pt. in the title line in the bed of Maple Ave., as laid out 50' wide, sd. pt. being described from the intersection of the N.W. erly side of sd. Maple Ave., with the N.E. erly side of Ashland Ave., as laid out 50' wide, by the following 3 courses and distances;

(1) ext. alg. the N.W. erly side of sd. Maple Ave. N. 65° 40' 50" E. 284.54' to pt;

(2) leaving the N.W. erly side of sd. Maple Ave. S. 19° 16' E. 25.64' to a pipe in the title line in the bed of sd. Maple Ave;

(3) ext. alg. sd. title line N. 67° 49' 45" E. 68.83' to pt. of beg.

th. ext. alg. the sd. title line N. 67° 49' 45" E. 93.67' to a pipe;

th. leaving sd. Maple Ave., S. 60° E. 170.45' to pt; in the bed of a creek;

th. S. 36° 49' 30" E. 14.55' to pt;

th. leaving sd. creek S. 67° 49' 45" W. 202.15' to pt;

th. N. 22° 04' 10" W. 148.71' to 1st mentioned pt. of beg., to be conveyed by Gladys Frank, Albert E. Frank and Elizabeth Frank unto the Chester-Cambridge Bank and Trust Company, Guardian as aforesaid.

h. Prem. rec. in D.Bk. 1362-p. 2 329.

i.

j.

k.

l.

6. The recapitulation of sd. cash transactions as affecting the estate of sd. minor, Edward George Frank, is as follows:

Item	Before proposed settlement	After proposed settlement
5 a	0	\$625.00
b	0	1875.00
c	0	1800.00
d.	Land in kind	Land in kind
e.	" " "	" " "

continued on page 4

Item	Before proposed settlement	After proposed settlement
f.	Land in kind	Land in kind
g.	owned 1/4 interest	Purchase 1/4 int. \$2250.00
	\$380.00	\$380.00
i.	1/4 interest	1/4 interest
h.	\$125.00	\$125.00
i.	250.00	250.00
j.	875.00	875.00
k (lease)	0	(Three years) \$75.00
l	151.33	151.33
Total	\$1781.33	\$6231.33
	Cost of investment 5 g	<u>2250.00</u>
		\$3981.33

7. Your petitioner believes it to be advantageous and for the best interests of sd. minor, Edward George Frank, to exchange and/or sell the real estate hereinabove set forth,

8. Attached hereto are the consents of Gladys Frank, the mother of sd. minor and Albert E. Frank and Elizabeth Frank, approving sd. proposed exchange and/or sale.

Decree ~~8/23/51~~ 8/23/1951

And now, 8/23/51 upon consideration of the within petition and approvals attached thereto, leave is hereby granted the Chester-Cambridge Bank and Trust Company, Guardian of the Estate of Edward George Frank, a minor, to exchange and/or sell the interest in certain assets of sd. minor, as are more specifically set forth in the within petition; and the sd. Guardian is hereby authorized to enter into such agreements and leases, and to execute such deeds of any interest of sd. minor as may be necessary to carry out of the provisions of the within approved petition

By the Court  
Harold L. Ervin  
P.J.  
Pres. of C.P. Ct. Specially Presiding

Damon and Foster  
Civil and Consulting Engineers

Chester Pike and High Street

Sharon Hill, Pa. Feb. 7, 1958

Philadelphia Electric Company  
1008 Walnut St.  
Philadelphia, Pa.

Attn: Mr. John Dugan

THROUGH CASE

Surveys and plans submitted on  
date:

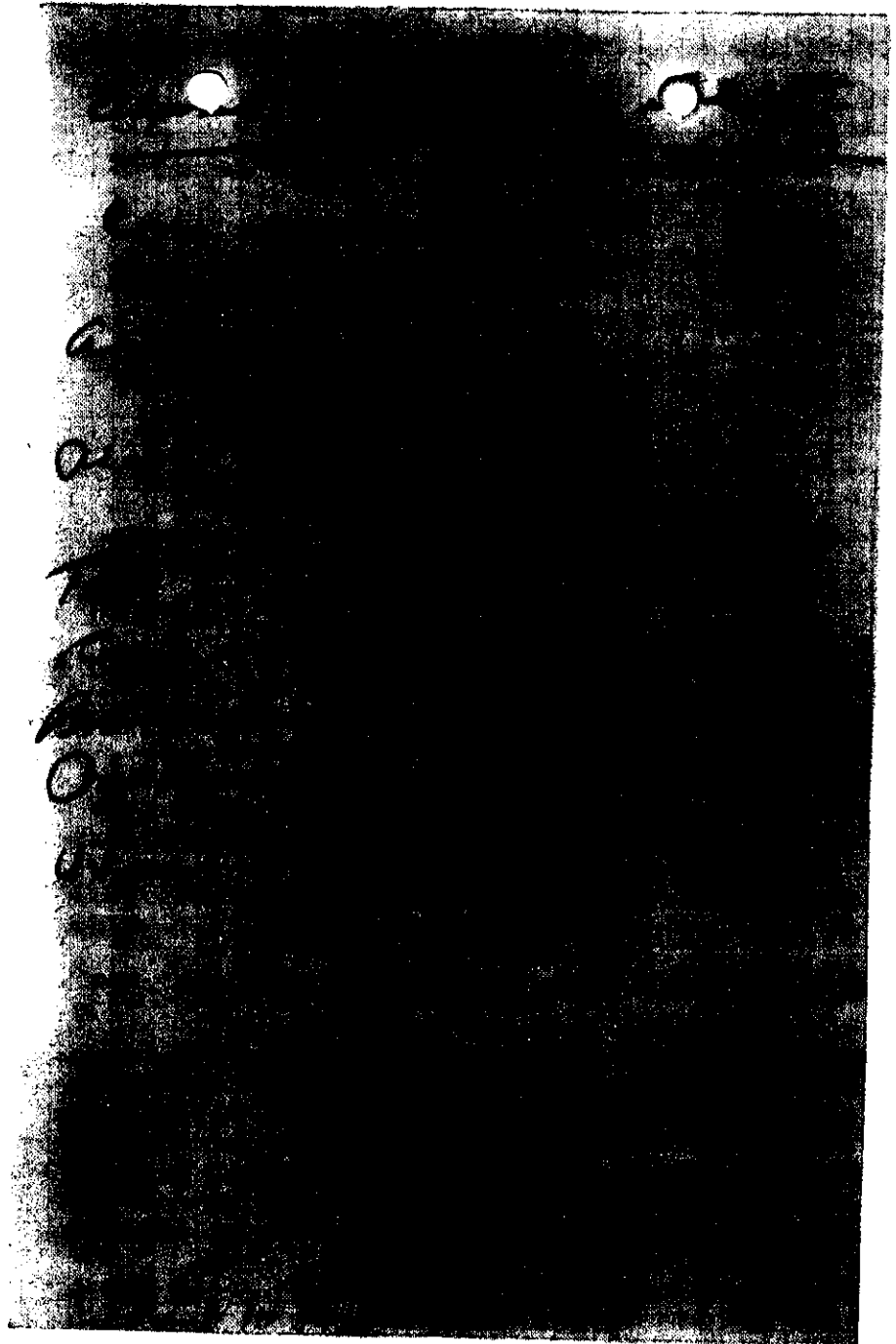
1. Rear of Polcroft (P.E.-1112, 1113, 1114)	825	00
2. Rear of Mt. Lawn (P.E.-1108)	643	00
3. Leaman Transportation (P.E.-1112)	151	00
4. Sorenson (P.E.-1107)	192	00
	<u>\$1,692</u>	<u>00</u>

ACCT. NO.  
OR  
WORK ORDER NO. 377250-10 (1108)

APPROVED \_\_\_\_\_

APPROVED *Phil. Foster*

APPROVED \_\_\_\_\_  
REAL EST. AGT.



November 13, 1957

SUBJECT: PE-1612 ✓  
PE 1613

Mr. and Mrs. Albert E. Frank  
Box 115  
Folcroft, Pennsylvania

Dear Sir and Madam:

In connection with the sale by you and your wife of two (2) strips or parcels of ground situate in the Borough of Folcroft, Delaware County, Pennsylvania, and the sale by you and your wife and Edward George Frank and his wife of a strip or parcel of ground situate in the Borough of Folcroft, Delaware County, Pennsylvania, enclosed are the following:

1. Deed from you and your wife to this Company for two (2) parcels of ground.
2. Deed from you and your wife and Edward G. Frank and his wife to this Company for one parcel of ground.
3. Copy of Commonwealth Land Title Insurance Company Settlement Certificate No. B-869-643-M issued in connection with the Deed of No. 1 above.
4. Copy of Commonwealth Land Title Insurance Company Settlement Certificate No. B-882-053-M issued in connection with the second Deed above recited.

The settlements for each of these transactions are scheduled to begin at 2:30 P.M. on Friday, November 15, at the Chester office of the Title Company, 407 Market Street, Chester, Pennsylvania. We suggest that you have each of the Deeds executed and acknowledged before a Notary Public prior to settlement and bring same along with you to be delivered at settlement. In addition, you should bring with you for each of the properties your receipted tax bills for the years 1952 to 1957 inclusive.

Mr. Harvey Schenk of this office will represent the Electric Company at the settlements.

cc: Mr. and Mrs. Edward G. Frank  
Folcroft, Delaware County,  
Pennsylvania

HCO:ede  
Enclosures

Very truly yours,

  
H. C. Oelschlager  
Real Estate Department

1008 Walnut Street - Third Floor

November 13, 1937

SUBJECT: PE-1613

Edward George Frank, et ux, property

FROM: H. C. Oelschlager

TO: H. M. Schenk

Attached for settlement in the above matter are the following:

1. Option
2. Carbon copy of Deed
3. Settlement Certificate in duplicate
4. License in duplicate
5. For survey see Albert E. Frank Case PE-1612
6. Description of the property according to the survey
7. For copy of letter to Mr. and Mrs. Frank, see Case PE-1612 re settlement.

The License above should be executed by Mr. and Mrs. Frank and returned to us for execution by the Real Estate Agent at which latter time the plan referred to in the License will be attached thereto.

The new descriptions of the property along with the marked-up Settlement Certificate and the copy thereof should be left with the title company to approve same and return the marked-up Settlement Certificate to this Company.

The voucher is in the safe.

Settlement is to be completed Friday, November 15, at 3:30 P.M. in the Chester office of the title company.

Real Estate Agent

HCO:ede

November 13, 1957

SUBJECT: PE-1612

PE 1613

Mr. and Mrs. Albert E. Frank  
Box 115  
Folcroft, Pennsylvania

Dear Sir and Madam:

In connection with the sale by you and your wife of two (2) strips or parcels of ground situate in the Borough of Folcroft, Delaware County, Pennsylvania, and the sale by you and your wife and Edward George Frank and his wife of a strip or parcel of ground situate in the Borough of Folcroft, Delaware County, Pennsylvania, enclosed are the following:

1. Deed from you and your wife to this Company for two (2) parcels of ground.
2. Deed from you and your wife and Edward G. Frank and his wife to this Company for one parcel of ground.
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Mr. Harvey Schenk of this office will represent the Electric Company at the settlements.

cc: Mr. and Mrs. Edward G. Frank  
Folcroft, Delaware County,  
Pennsylvania

HCO:ede  
Enclosures

Very truly yours,

H. C. Oelschlaeger  
Real Estate Department

Albert E. Frank et al  
Edward John Frank

AB 1613

All that certain strip or parcel of ground  
situate in the Boro. of Folcroft, County  
of Delaware, Commonwealth of Pennsylvania,  
bounded and described in accordance with  
a plan and map made thereof by  
Damon & Foster, Civil Engineers, Sharon  
Hill Pa. dated March, 1957, as follows:

Beginning at the point of intersection of  
the E of H Street in the Sec. 10, T. 1N, R. 1E

land Albert E. Frank et al and  
J. Frank et al

Southeastwardly along said line  
from an iron pipe at a corner corner

to said land in the Sec. 10, T. 1N, R. 1E

then extending to a point on the

following corner and then to  
the N 37° 12' 03" W 20' to a point



⑤ mentioned part and place of  
beginning.

44-2228  
11/14/58  
November 14, 57

COMMONWEALTH LAND TITLE INSURANCE COMPANY

FIVE THOUSAND EIGHT HUNDRED FOURTEEN AND 10/100- - - - - 5,814.10

Balance of funds required to purchase in fee a strip or parcel of ground with trimming rights situate southeast of the southeast side of Maple Avenue in Folcroft Borough, Delaware County, Pa. from Edward G. Frank et ux, et al.

File PE-1613

(Please send check to H.J. McQuiston, 3rd floor, 1008 Walnut St.)

W.O. 349950-101      6-1613      \$5,814      10

PS Form 3811  
Rev. 1-55

## RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article the receipt of which appears on the face of this Card.

1. Mrs. & Mrs. Edward M. Frank  
(Signature of addressee)

2. Mrs. Gladys Frank  
(Signature of addressee's agent, agent to be filled in by addressee's agent for the return receipt)

Date of delivery SEP 20 1955

U. S. GOVERNMENT PRINTING OFFICE: 1955 O - 358-000

Form 3611  
Rev. 1-52

## RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the details of which appears on the face of this Card.

1. Charles Frank  
(Signature of addressee or authorized agent)

2. \_\_\_\_\_  
(Signature of addressee or agent - must be written on the card)

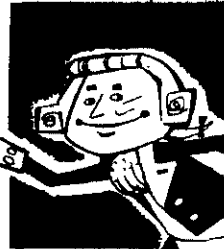
Date of delivery SEP 19 1957 / 19

**Accept our  
Appreciation**

Your application for title insurance is being processed. The Report of Title will be issued promptly.

Please call us if we can help in completing settlement.

**COMMONWEALTH LAND**  
*Title Insurance Company*  
*Paul Chamberlain*



APR 70N 8- 882053 M

7/16/1957

PROPERTY

in the Borough of

Folcroft, Delaware

County, Pa.

MR. ALBERT E. FRANK ET UX  
ETAL

70-00-329

COMMONWEALTH LAND  
*Title Insurance Company*

NORMAN S. CHAMBERLAIN  
ASST. VICE PRESIDENT



July 16, 1957

1510 WALNUT ST.  
PHILA. 2, PA.

Mr. Henry J. McQuiston,  
Philadelphia Electric Company,  
1000 Chestnut Street,  
Philadelphia 5, Penna.

Re: B-882053-M  
Premises: in the Borough of  
Folcroft, Del. Co. Pa.  
Re: Albert E. Frank, et ux et al

Dear Henry:

I wish to acknowledge receipt of  
your application for title insurance covering  
the above premises, and I am enclosing our  
card showing the number assigned to this  
application.

We will proceed with the examination  
of the title, and issue our report as soon as  
possible.

Very truly yours,

*Norman S. Chamberlain*  
Assistant Vice President

N SC:B  
Encl.

TITLE INSURANCE SINCE 1876

DARBY 001592

July 17 1957

x

Folcroft

Delaware

ALL THAT CERTAIN 200 foot wide strip of ground, 100 feet on each side of the following described center line:

BEGINNING at a point in line of land of George Kaiser said point being approximately 370' southeast of a corner common to the aforesaid George Kaiser's land and land of Albert E. Frank et al; thence extending in a northwesterly direction through land of Albert E. Frank et al, for a distance of approximately 140 feet to a point; thence angling to the left and continuing through land of Albert E. Frank et al in a southwesterly direction for a distance of approximately 680 feet to a point in line of land of Albert E. and Elizabeth Frank, said point being approximately 20 feet southeast of a corner common to the aforesaid Albert E. and Elizabeth Frank's land and lands of Albert E. Frank et al, more particularly shown on the blueprint plan hereto attached.

TOGETHER with the right, as often as Philadelphia Electric Company shall deem necessary, to cut down and remove from the premises of Albert E. Frank et al adjoining said strip or ground any trees which may endanger the safety, interfere with the use of, or be a menace to any facilities or structures which may now or in the future be maintained by Philadelphia Electric Company upon said strip of ground, with the right of ingress and egress.

A SURVEY WILL BE FURNISHED.

SEE OTHER SIDE

Albert E. Frank and  
Elizabeth Frank, his wife,  
and  
Edward George Frank and  
Caroline Marie Frank, his wife,

PHILADELPHIA ELECTRIC COMPANY

(bureau 2 & 3 in deed)

deed dated 8-31-25 & recorded in deed book no. 1213 page 121

whereof E. Frank and Elizabeth Frank wife of J. Frank interest

to

whereof E. Frank et al et al

and

(bureau 2 & 3 in deed)

deed dated 8-31-25 & recorded in deed book no. 1213 page 121

on June 30, 1921

and said George Frank because of age

whereof George Frank & wife J. Frank interest

conveyed to the estate of

Charles Frank, deceased

Philadelphia 5, Penna.

whereof E. Frank et al et al

Agent

LAST DEED OF RECORD TO:

File: PE-1613

DARBY 001593

LAST DEED OF RECORD TO:

VC 521 f

and

Deed dated 8-27-52 & recorded in Deed Book No. 1573, page 151  
(parcels 5 & 6 in Deed)

CYLOJINE WALLE BLEUK<sup>3</sup> NIS MILE<sup>3</sup>  
 EQMELQ GEOLDA BLEUK<sup>3</sup> SUQ  
 SUQ  
 EITUPACH BLEUK<sup>3</sup> NIS MILE<sup>3</sup>  
 VIPELS E BLEUK<sup>3</sup> SUQ

**A COVER WILL BE FURNISHED.**

[illegible]

ALL HAVE CERTAIN 500 FOOT WIDE STRIPS OF BLOOM, 100 FEET ON EACH SIDE OF THE

DB/8M516

**X**

**DARBY 001594**



ORGANIZED 1803  
~~CHESTER - CAMBRIDGE OFFICE~~  
**THE PHILADELPHIA NATIONAL BANK**

APR 9 1957		
M.G.F.		
	J.D.	
R.S.	MCL.	FILE

CHESTER, PA.

April 8, 1957.

#220 044 - Edward George Frank.

The Philadelphia Electric Company,  
\*1000 Chestnut Street,  
Philadelphia 5, Pennsylvania.

Att'n.: - Mr. C. R. Holland.

Dear Mr. Holland:-

In accordance with our telephone conversation of Friday of last week, I am returning to you all papers you left with us in reference to the right of way over grounds owned in part by our ward.

As I advised you, Edward George Frank will attain his majority on June 30, 1957 and we understand that you will deal directly with him after that date.

Sincerely yours,

*G. Alan Osmond*  
G. Alan Osmond,  
Asst. Trust Officer.

GAO:EK  
Enc.

WHEREAS, the undersigned are the owners of premises situate in the Township of Borough of Folcroft, County Delaware and Commonwealth of Pennsylvania, comprising approximately 17 acres of ground, described in Deed dated the 27th day of August in the year 1952, and recorded in the Office of the Recorder of Deeds of said County and Commonwealth, in Deed Book No. 1573, at page 159 &c.

NOW THIS OPTION AGREEMENT WITNESSETH, That in consideration of the sum of (\$10.00) paid to the undersigned, the receipt whereof is hereby acknowledged, the undersigned (hereinafter referred to as "Sellers") hereby give unto PHILADELPHIA ELECTRIC COMPANY (hereinafter referred to as "Buyer"), the option, to be exercised as hereinafter provided at any time within 180 days after the date hereof, of purchasing for the price or sum of \_\_\_\_\_

All That Certain 200 foot wide strip of the aforementioned ground, which strip is described as follows, that is, 100 feet on each side of the following described center line:

BEGINNING at a point in line of land of George Kaiser said point being approximately 370 feet southeast of a corner common to the aforesaid George Kaiser's land and land of the undersigned; thence extending in a northwesterly direction through land of the undersigned for a distance of approximately 140 feet to a point; thence angling to the left and continuing through land of the undersigned in a southwesterly direction for a distance of approximately 680 feet to a point in line of land of Albert E. and Elizabeth Frank, said point being approximately 20 feet southeast of a corner common to the aforesaid Albert E. and Elizabeth Frank's land and lands of the undersigned.

RESERVING unto Sellers, their heirs and assigns (for so long as they or any of them shall own land adjoining said strip of ground on both sides) for the use of said Sellers, their heirs and assigns, tenants and occupiers of said adjoining land, the right to cross at grade over said strip of ground at such convenient place or places as may be mutually agreed upon, said right to cross to be subject to the construction, erection, operation and maintenance by Buyer, its successors and assigns, of facilities or structures for its or their corporate purposes without liability in any manner to Sellers, their heirs and assigns.

TOGETHER with the right, as often as Buyer shall deem necessary, to cut down and remove from the premises of Sellers adjoining said strip of ground any trees which may endanger the safety, interfere with the use of, or be a menace to any facilities or structures which may now or in the future be maintained by Buyer upon said strip of ground, with the right of ingress and egress.

It is further understood and agreed that:

1. Buyer is granted the right to make surveys of said strip of ground during the option period, and, upon exercise of the option, shall have the right to immediate possession of said strip of ground.

2. Buyer shall reimburse Sellers for any damage caused by Buyer or its representatives to crops planted before the date hereof and not harvested before Buyer takes possession.

3. Buyer shall permit Sellers to use the said strip of ground for grazing, cultivation or other agricultural pursuits, not to include planting of trees or shrubbery, under a form of License satisfactory to counsel for Buyer.

4. Neither party shall be obligated to construct or maintain any fences along said strip of ground, but with respect to existing fences across said strip of ground which Buyer may find it necessary to open for access, repairs shall be made by Buyer, or in lieu of such repairs, Buyer may install a gate.

5. This option may be exercised at any time before the expiration thereof by notice delivered personally or mailed by registered mail to the undersigned, or to \_\_\_\_\_, the representative of Sellers, at \_\_\_\_\_.

Sellers hereby certify that the above is the correct name and post-office address of their representative to whom they desire and direct Buyer to mail or deliver all notices and payments pertaining to this agreement.

6. Upon the exercise of this option it shall be and becomes an Agreement of Sale between Sellers and Buyer, and settlement shall be made upon the following terms and conditions:

(a) Settlement to be made at a convenient place designated in said notice, within sixty (60) days from the date of said notice.

(b) Upon the payment of the purchase price, less the amount paid for this option, Sellers shall execute and deliver a Deed conveying to Buyer said strip of ground in fee simple, free and clear of all liens and encumbrances, together with the rights hereinabove mentioned. The Deed shall be prepared by Buyer and acknowledged, stamped and recorded at Buyer's expense.

7. This agreement shall be binding upon and inure to the benefit of the executors, administrators, heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Sellers have hereunto set their hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
(Albert E. Frank) (SEAL)

\_\_\_\_\_  
(Elizabeth Frank, his wife) (SEAL)

\_\_\_\_\_  
(Edward George Frank) (SEAL)

WHEREAS, the undersigned are the owners of premises situate in the ~~Dominion~~ Borough of Folcroft, County of Delaware and Commonwealth of Pennsylvania, comprising approximately 17 acres of ground, described in Deed dated the 27th day of August in the year 1952, and recorded in the Office of the Recorder of Deeds of said County and Commonwealth, in Deed Book No. 1573, at page 159 &c.

NOW THIS OPTION AGREEMENT WITNESSETH, That in consideration of the sum of (\$10.00) paid to the undersigned, the receipt whereof is hereby acknowledged, the undersigned (hereinafter referred to as "Sellers") hereby give unto PHILADELPHIA ELECTRIC COMPANY (hereinafter referred to as "Buyer"), the option, to be exercised as hereinafter provided at any time within 180 days after the date hereof, of purchasing for the price or sum of \$5625.00

All That Certain 200 foot wide strip of the aforementioned ground, which strip is described as follows, that is, 100 feet on each side of the following described center line:

BEGINNING at a point in line of land of George Kaiser said point being approximately 370 feet southeast of a corner common to the aforesaid George Kaiser's land and land of the undersigned; thence extending in a northwesterly direction through land of the undersigned for a distance of approximately 140 feet to a point; thence angling to the left and continuing through land of the undersigned in a southwesterly direction for a distance of approximately 680 feet to a point in line of land of Albert E. and Elizabeth Frank, said point being approximately 20 feet southeast of a corner common to the aforesaid Albert E. and Elizabeth Frank's land and lands of the undersigned.

RESERVING unto Sellers, their heirs and assigns (for so long as they or any of them shall own land adjoining said strip of ground on both sides) for the use of said Sellers, their heirs and assigns, tenants and occupiers of said adjoining land, the right to cross at grade over said strip of ground at such convenient place or places as may be mutually agreed upon, said right to cross to be subject to the construction, erection, operation and maintenance by Buyer, its successors and assigns, of facilities or structures for its or their corporate purposes without liability in any manner to Sellers, their heirs and assigns.

TOGETHER with the right, as often as Buyer shall deem necessary, to cut down and remove from the premises of Sellers adjoining said strip of ground any trees which may endanger the safety, interfere with the use of, or be a menace to any facilities or structures which may now or in the future be maintained by Buyer upon said strip of ground, with the right of ingress and egress.

It is further understood and agreed that:

1. Buyer is granted the right to make surveys of said strip of ground during the option period, and, upon exercise of the option, shall have the right to immediate possession of said strip of ground.

2. Buyer shall reimburse Sellers for any damage caused by Buyer or its representatives to crops planted before the date hereof and not harvested before Buyer takes possession.

3. Buyer shall permit Sellers to use the said strip of ground for grazing, cultivation or other agricultural pursuits, not to include planting of trees or shrubbery, <sup>which shall not be allowed to grow to a height of 6 feet</sup> under a form of License satisfactory to counsel for Buyer.

4. Neither party shall be obligated to construct or maintain any fences along said strip of ground, but with respect to existing fences across said strip of ground which Buyer may find it necessary to open for access, repairs shall be made by Buyer, or in lieu of such repairs, Buyer may install a gate.

5. This option may be exercised at any time before the expiration thereof by notice delivered personally or mailed by registered mail to the undersigned, or to \_\_\_\_\_, the representative of Sellers, at \_\_\_\_\_.

Sellers hereby certify that the above is the correct name and post-office address of their representative to whom they desire and direct Buyer to mail or deliver all notices and payments pertaining to this agreement.

6. Upon the exercise of this option it shall be and becomes an Agreement of Sale between Sellers and Buyer, and settlement shall be made upon the following terms and conditions:

(a) Settlement to be made at a convenient place designated in said notice, within sixty (60) days from the date of said notice.

(b) Upon the payment of the purchase price, less the amount paid for this option, Sellers shall execute and deliver a Deed conveying to Buyer said strip of ground in fee simple, free and clear of all liens and encumbrances, together with the rights hereinabove mentioned. The Deed shall be prepared by Buyer and acknowledged, stamped and recorded at Buyer's expense.

7. This agreement shall be binding upon and inure to the benefit of the executors, administrators, heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Sellers have hereunto set their hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(SEAL)  
(Albert E. Frank)

\_\_\_\_\_  
(SEAL)  
(Elizabeth Frank, his wife)

\_\_\_\_\_  
(SEAL)  
(Edward George Frank)